

EXHIBIT 3

Talcott Franklin Plan Support Agreement

PLAN SUPPORT AGREEMENT

THIS PLAN SUPPORT AGREEMENT IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF VOTES WITH RESPECT TO A CHAPTER 11 PLAN OF REORGANIZATION. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE. ACCEPTANCES OR REJECTIONS WITH RESPECT TO A CHAPTER 11 PLAN OF REORGANIZATION MAY NOT BE SOLICITED UNTIL A DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE BANKRUPTCY COURT.

This PLAN SUPPORT AGREEMENT (together with all exhibits attached hereto, the “Agreement”) is made and entered into as of May 13, 2012, by and among:

- (a) Residential Capital, LLC (“ResCap”) and certain of its direct and indirect subsidiaries (collectively, the “Debtors”);¹
- (b) Ally Financial Inc., on behalf of its direct and indirect subsidiaries other than the Debtors, (collectively, “Ally”); and
- (c) the undersigned holders, and authorized investment managers for holders, of Securities (as defined below) backed by mortgage loans held by the Covered Trusts (as defined below) (each, a “Consenting Claimant” and collectively, the “Consenting Claimants”).

The Consenting Claimants, together with the Debtors and Ally, are defined collectively as the “Parties.”

¹ The Debtors are: Ditech, LLC; DOA Holding Properties, LLC; DOA Holdings NoteCo, LLC; DOA Properties IX (Lots-Other), LLC; EPRE LLC; Equity Investment I, LLC; ETS of Virginia, Inc.; ETS of Washington, Inc.; Executive Trustee Services, LLC; GMAC Model Home Finance I, LLC; GMAC Mortgage USA Corporation; GMAC Mortgage, LLC; GMAC Residential Holding Company, LLC; GMACM Borrower LLC; GMACR Mortgage Products, LLC; GMAC-RFC Holding Company, LLC; GMACRH Settlement Services, LLC; HFN REO SUB II, LLC; Home Connects Lending Services, LLC; Homecomings Financial, LLC; Homecomings Financial Real Estate Holdings, LLC; Ladue Associates, Inc.; Passive Asset Transactions, LLC; PATI A, LLC; PATI B, LLC; PATI Real Estate Holdings, LLC; RAHI A, LLC; RAHI B, LLC; RAHI Real Estate Holdings, LLC; RCSFJV2004, LLC; Residential Accredit Loans, Inc.; Residential Asset Mortgage Products, Inc.; Residential Asset Securities Corporation; Residential Capital, LLC; Residential Consumer Services of Alabama, LLC; Residential Consumer Services of Ohio, LLC; Residential Consumer Services of Texas, LLC; Residential Consumer Services, LLC; Residential Funding Company, LLC; Residential Funding Mortgage Exchange, LLC; Residential Funding Mortgage Securities I, Inc.; Residential Funding Mortgage Securities II, Inc.; Residential Funding Real Estate Holdings, LLC; Residential Mortgage Real Estate Holdings, LLC; RFC Asset Holdings II, LLC; RFC Asset Management, LLC; RFC Borrower LLC; RFC Construction Funding, LLC; RFC SFJV-2002, LLC; and RFC-GSAP Servicer Advance, LLC.

RECITALS

WHEREAS, each of the Debtors is contemplating filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), with the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”);

WHEREAS, the Consenting Claimants hold, and/or are authorized investment managers for holders of, certain notes, bonds and/or certificates (collectively, the “Securities”) backed by mortgage loans held by certain of the securitization trusts identified on the attached Exhibit A (the “Covered Trusts”), and the Covered Trusts assert claims (each, a “Rep and Warranty Claim”), as defined in section 101(5) of the Bankruptcy Code, against the Debtors arising out of alleged breaches of representations and warranties and other provisions contained in Pooling and Servicing Agreements, Assignment and Assumption Agreements, Indentures, Mortgage Loan Purchase Agreements and/or other agreements governing the securitization of mortgage loans by and activities of the Covered Trusts (collectively, the “Governing Agreements”);

WHEREAS, the Consenting Claimants have indicated their intent under the Governing Agreements to seek action by the trustees under the Covered Trusts (each a “Trustee”) to compel the Debtors or Ally to cure the alleged breaches of representations and warranties, and to assert other breaches, and the Debtors and Ally dispute such allegations of breach and waive no rights, and preserve all of their defenses, with respect to such allegations and putative cure requirements;

WHEREAS, the Debtors and the Consenting Claimants have engaged in arm’s-length, good faith negotiations regarding the restructuring of the Debtors and have agreed upon (i) a term sheet, as set forth in Exhibit B attached hereto (the “Plan Term Sheet”), for a chapter 11 plan of reorganization, (ii) a proposed settlement that the Debtors will pursue and diligently prosecute pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure that would resolve claims of the trustees for the Covered Trusts and other RMBS trusts (the “Other RMBS Trusts” and, together with the Covered Trusts, the “Trusts”), against the Debtors (the “RMBS Trust Settlement Agreement”), and (iii) a settlement between the Debtors and Ally, to be embodied in a chapter 11 plan of reorganization (such plan, the “Plan”, and such agreement, the “AFI Settlement Agreement” a copy of which is attached as Exhibit 4 to the Plan Term Sheet), pursuant to which Ally will contribute value, including a cash contribution in an amount of no less than \$750 million (the “Cash Contribution”) to ResCap to facilitate the Plan in exchange for Ally and ResCap resolving claims asserted by each against the other and resolving third party claims alleged against Ally relating to ResCap;²

² For the avoidance of doubt, as used herein, the term “Plan” means a chapter 11 plan of reorganization that contains the same terms set forth in, and is otherwise consistent with, the Plan Term Sheet, the AFI Settlement Agreement and this Agreement. In the event of any inconsistencies with the terms and conditions of this Agreement and the Plan Term Sheet, the terms and conditions of the Plan Term Sheet shall control. Capitalized terms used but not defined herein have the meanings ascribed to them in the Plan Term Sheet and the AFI Settlement Agreement.

WHEREAS, in accordance with the terms of this Agreement, the Parties have agreed to work together to facilitate consummation of the RMBS Trust Settlement Agreement, the AFI Settlement Agreement, the Plan Term Sheet and confirmation of the Plan and the transactions contemplated thereby (collectively, the “Restructuring”); and

NOW, THEREFORE, in consideration of the foregoing and the promises, mutual covenants, and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. The Settlement and the Restructuring.

(a) The Restructuring will be implemented pursuant to cases commenced by the Debtors under chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”) in accordance with this Agreement;

(b) On or prior to May 14, 2012, the Debtors shall file voluntary petitions commencing the Chapter 11 Cases in the Bankruptcy Court (the date of such filings, the “Petition Date”);

(c) Each of the Parties agrees to negotiate in good faith the Definitive Documents (as defined in the Plan Term Sheet), including the Plan and a disclosure statement describing the Plan (the “Disclosure Statement”), both of which shall contain the same terms set forth in, and be materially consistent with, the Plan Term Sheet and AFI Settlement Agreement, and, shall be materially consistent with the methodology of allocation of sale proceeds, settlement proceeds, and all other matters that determine distributions to creditors as set forth in the May 9, 2012 and May 12, 2012 Executive Summaries (the “Executive Summaries”) given by Debtors’ counsel to the steering committee appointed by the Consenting Claimants (the “Steering Committee”), and the Plan or a motion filed in connection with the sale of the Debtors’ mortgage loan origination business shall provide for the assumption and assignment of all or substantially all of the pooling and servicing agreements (and any similar agreements) of the Trusts; and

(d) Each of the Parties acknowledges that one or more of the Consenting Claimants may act as an investment manager or investment adviser for other entities that are not a Consenting Claimant (each, a “Consenting Claimant Client”). The Consenting Claimant Clients hold or may hold individual claims against one or more of the Debtors or against Ally that do not belong to the Consenting Claimants. Nothing in this Agreement shall be deemed to waive or compromise the right of any Consenting Claimant Client to appear on its own behalf in the Debtors’ Chapter 11 cases to pursue any of their respective rights. By their signatures hereunder, all Parties acknowledge that the Consenting Claimants do not waive, release or extinguish any claims under the securities or anti-fraud laws of the United States or of any state belonging to any Consenting Claimant Client.

Section 2. The Debtors' Obligations Under this Agreement.

2.1 Settlement of Allowed Claims

As long as a Debtor Termination Event or Ally Termination Event (as defined herein) has not occurred, or has occurred but has been duly waived in accordance with the terms hereof, the Debtors agree to:

- (a) Orally present this Settlement Agreement in court on the Petition date, including the agreed allowed claim amount; on the morning of the Petition Date; file a motion in the Bankruptcy Court as soon as practicable, but in no event later than fourteen (14) days after the Petition Date for approval of the RMBS Trust Settlement Agreement and the compromise contained therein; and obtain an order from the Bankruptcy Court approving such motion by the earlier of (i) 60 days after the Petition Date and (ii) the date on which the Disclosure Statement is approved by the Bankruptcy Court;
- (b) for 60 days following the Petition Date, offer to all Other RMBS Trusts a settlement of their claims on the same economic terms as for the Covered Trusts; and
- (c) take any and all other reasonably necessary actions in furtherance of the RMBS Trust Settlement Agreement and the compromise contemplated thereby.

2.2 Implementation of the Restructuring.

As long as a Debtor Termination Event has not occurred, or has occurred but has been duly waived in accordance with the terms hereof, the Debtors agree to:

- (a) Use best efforts to effectuate and consummate the Restructuring contemplated by the Plan Term Sheet, including the AFI Settlement Agreement, so long as the AFI Settlement Agreement includes the Cash Contribution, in accordance with the deadlines and conditions specified in the milestones set forth on **Exhibit C** attached hereto (the "Milestones");
- (b) file a motion in the Bankruptcy Court within 21 days after the Petition Date seeking authority to perform under this Agreement and to use their commercially reasonable efforts to obtain an order from the Bankruptcy Court approving such motion contemporaneously with approval of the Disclosure Statement;
- (c) obtain any and all required regulatory approvals and material third-party approvals for confirmation and effectiveness of the Plan; and
- (d) take any and all reasonably necessary actions in furtherance of the Plan.

Notwithstanding anything in this Agreement to the contrary, the Consenting Claimants have not waived their right to file an objection to a motion of the holders of the ResCap 9 5/8% bonds

requesting payment of any interest on account of their ResCap 9 5/8% bond claims that may be due and owing after the Petition Date.

The Debtors also agree to move, as part of the motion to approve this Agreement, for permission for the filing under seal of any Rule 2019 disclosure required in the Bankruptcy Case, subject to confidential review solely by the Court, the Office of the United States Trustee, any official committee of unsecured creditors appointed in the Chapter 11 Cases, and Ally.

2.3 Conditions Precedent to Payment by Debtors.

Notwithstanding the filing of the motion described in section 2.1(a) with the Bankruptcy Court, or entry of an order of the Bankruptcy Court approving such motion, no payment shall be made to the Covered Trusts prior to the effective date of the Plan.

2.4 The Debtors' Fiduciary Obligations.

Notwithstanding anything contained in this Agreement to the contrary, following the good faith determination by the Debtors and their respective Boards of Directors that a proposal or offer for a chapter 11 plan or other restructuring transaction that is not consistent with the transaction contemplated hereby (an "Alternative Restructuring") constitutes a proposal that is reasonably likely to be more favorable than the Restructuring to the Debtors' estates, their creditors, and other parties to whom the Debtors owe fiduciary duties, and receipt of approval by the Debtors' Boards of Directors to pursue such Alternative Restructuring, the Debtors may immediately terminate their obligations under this Agreement by written notice to counsel for the Consenting Claimants and Ally, and all obligations of the Consenting Claimants and their obligees under this Agreement shall be terminated immediately; provided, however, that an Alternative Restructuring shall be no less favorable to the Consenting Claimants than the Restructuring contemplated by the Plan.

Section 3. The Consenting Claimants' Obligations Under this Agreement.

3.1 Support of Restructuring.

As long as a Consenting Claimant Termination Event (as defined herein) has not occurred, or has occurred but has been duly waived in accordance with the terms hereof, the Consenting Claimants each agree to, and, promptly after the execution of this Agreement, shall Direct the Trustees, in accordance with the terms and conditions of the Governing Agreements, to:

- (a) Support (as defined below) the prosecution of the Debtors' first- and second-day pleadings (including interim and final relief thereof, as applicable) including those pleadings listed on Exhibit D hereto; provided that if giving any Direction is impracticable, the Consenting Claimant Steering Committee shall request and Support the Trustees to accommodate the relief sought by the Debtors;
- (b) Use commercially reasonable efforts (including a public statement of counsel requesting others to join), which do not require the expenditure of funds or undertaking of any obligation, to obtain agreement to this Agreement and the

RMBS Trust Settlement Agreement from holders of Securities backed by mortgage loans held by the Covered Trusts other than the Consenting Claimants party to this Agreement on the first day of its execution, substantially in the form attached hereto as Exhibit E;

- (c) Support the Debtors' efforts to pursue the Restructuring contemplated by the Plan Term Sheet and the AFI Settlement Agreement (including the Cash Contribution set forth therein);
- (d) Support the Debtors' prosecution of their Chapter 11 Cases consistent with this Agreement, the Plan Term Sheet, and the AFI Settlement Agreement, including the Cash Contribution set forth therein and take no action otherwise adverse to the Debtors during the Chapter 11 Cases;
- (e) Support entry of an injunction staying litigation against Ally and current and former directors and officers of Ally and ResCap during the pendency of the Chapter 11 Cases;
- (f) Permit all disclosures in the Disclosure Statement and any filings by the Debtors and Ally with any regulatory agency to which the Debtors and Ally may be subject, of the contents of this Agreement, including the aggregate amount and nature of Rep and Warranty Claims;
- (g) Support entry of any order approving the Disclosure Statement to permit solicitation of the Plan;
- (h) Direct the Trustees to vote to accept the Plan, provided, however, that (i) the Bankruptcy Court has entered an order approving the Disclosure Statement, (ii) the Consenting Claimants have been properly solicited pursuant to section 1125 of the Bankruptcy Code, and (iii) the material terms of the Plan and the Disclosure Statement are consistent with the terms of the Plan Term Sheet and incorporate terms no less favorable than the AFI Settlement Agreement; and
- (i) Support confirmation of the Plan and approval of any settlement with Ally, whether or not such settlement is provided for under a plan of reorganization, including approval of third party releases in Ally's favor, on terms no less favorable than the AFI Settlement Agreement (including the Cash Contribution set forth therein), or any comparable sale under Section 363 of the Bankruptcy Code that provides and is conditioned on the same AFI Settlement Agreement (including the Cash Contribution set forth therein) and provides the same benefits to the Trusts and take no action otherwise adverse to Ally during the Chapter 11 Cases.

"Support" means to take commercially reasonable actions that do not require the expenditure of funds or undertaking of any obligations, including active participation in court hearings by counsel to the Consenting Claimants, attending meetings, and working with the Trustees to facilitate acceptance of the compromise contemplated by the Settlement Agreement. The Debtors and Ally acknowledge that the Consenting Claimants' Support obligation is made for

themselves and, to the extent each of them has the authority, with respect to any other entities, account holders, or accounts for which or on behalf of which it is signing this Agreement. The Consenting Claimants reasonably believe, and will inform the Bankruptcy Court and the Trustees, that the contemplated Plan is in the best interests of holders of Securities in the Trusts. This agreement of Support does not bar any Consenting Claimant Client from taking any contrary position. “Direct” means to provide, and “Direction” means, a written direction, but does not require the giving of any indemnity or other payment obligation.

3.2 Amendments to Governing Agreements.

The Consenting Claimants agree to use commercially reasonable efforts (which shall not require the giving of any indemnity or other payment obligation or expenditure of out-of-pocket funds) to negotiate any request by the Debtors or the Trustees for Trusts that are being assumed, and if any Trustee shall require a vote of the certificate or note holders with respect thereto, shall vote in favor of (to the extent agreement is reached) any amendment to the relevant Governing Agreements and related documents requested by the Debtors in order to permit “Advances” (as it or any similar term may be defined in the Governing Agreements) to be financeable and to make such other amendments thereto as may be reasonably requested by the Debtors in accordance with any agreement to acquire all or substantially all of the Debtors’ servicing assets pursuant to the Restructuring and the Plan, so long as such changes would not cause material financial detriment to the Trusts, their respective trustees, certificate or note holders, or the Consenting Claimants.

3.3 Transfer of Claims or Securities.

The Consenting Claimants currently and collectively hold Securities representing in aggregate 25% of the voting rights in one or more classes of Securities of not less than 290 of the Covered Trusts. The Consenting Claimants, collectively, shall maintain holdings aggregating 25% of the voting rights in one or more classes of Securities of not less than 235 of the Covered Trusts (“Requisite Holdings”) until the earliest of: (i) confirmation of the Plan, (ii) December 31, 2012, (iii) a Consenting Claimant Termination Event, (iv) a Debtor Termination Event, or (v) an Ally Termination Event; provided, however, that any reduction in Requisite Holdings caused by: (a) sales by Maiden Lane I and Maiden Lane III; or (b) exclusion of one or more trusts due to the exercise of Voting Rights by a third party guarantor or financial guaranty provider, shall not be considered in determining whether the Requisite Holdings threshold has been met. If the Requisite Holdings are not maintained, each of Ally and ResCap shall have the right to terminate the Agreement, but neither Ally nor ResCap shall terminate the Agreement before each it has conferred in good faith with the Consenting Claimants concerning whether termination is warranted. For the avoidance of doubt, other than as set forth above, this Agreement shall not restrict the right of any Consenting Claimant to sell or exchange any Securities issued by a Trust free and clear of any encumbrance. The Consenting Claimants will not sell any of the Securities for the purpose of avoiding their obligations under this Agreement, and each Consenting Claimant commits to maintain at least one position in one of the Securities in one of the Trusts until the earliest of the dates set forth above. If the Debtor or Ally reach a similar agreement to this with another bondholder group, the Debtor and Ally will include a substantially similar proportionate holdings requirement in that agreement as contained herein.

3.4 Further Acquisition of Claims or Securities.

This Agreement shall in no way be construed to preclude the Consenting Claimants or any of their affiliates (as defined in section 101(2) of the Bankruptcy Code) from acquiring additional Securities or claims against the Debtors following the Consenting Claimants' execution of the Agreement; provided, however, that any such additional Securities acquired by a commonly managed portfolio of the Consenting Claimants that are signatory hereto shall automatically be deemed to be subject to the terms of this Agreement. The Consenting Claimants further agree that they will not knowingly create any subsidiary or affiliate for the sole purpose of acquiring any Securities without causing such affiliate to become a Party hereto prior to such acquisition.

3.5 Representation of the Consenting Claimants' Holdings.

Each of the Consenting Claimants represents that:

- (a) it has the authority to take the actions contemplated by this Agreement, to the extent that it has the authority with respect to any other entities, account holders, or accounts for which or on behalf of which it is signing this Agreement;
- (b) it holds, or is the authorized investment manager for the holders of, the securities listed in the schedule attached hereto as **Exhibit F**, in the respective amounts set forth therein by CUSIP number, that such schedule was materially accurate as of the date set forth for the respective institution, and that since the date set forth for the Consenting Claimant the Consenting Claimant has not, in the aggregate, materially decreased the Consenting Claimant's holdings in the Securities;
- (c) in connection with the Direction to be provided to the Trustees hereunder, it shall deliver to the Debtors and Ally signed copies of the holdings certifications it provides to the Trustees of the Covered Trusts promptly after the certifications are provided to the Trustees; and
- (d) lead counsel to the Consenting Claimants, Talcott Franklin, P.C., has represented to ResCap that the Consenting Claimants have, or will assemble, aggregate holdings of securities of greater than 25% of the voting rights in one or more classes of the securities, certificates or other instruments backed by the mortgages held by each of the Covered Trusts (as defined in the Plan Support Agreement).

The Debtors and the Consenting Claimants agree that the aggregate amount of the holdings of capitalized securities of the Consenting Claimants may be disclosed publicly, but that the individual holdings shall remain confidential, subject to review by the Bankruptcy Court, the Office of the United States Trustee, and any official committee of unsecured creditors appointed in the Chapter 11 Cases, and the Debtors shall, in connection with seeking approval of entry into this Agreement, seek a protective order as to such holdings.

3.6 Fiduciary Obligations of Consenting Claimants if Serving On Creditors' Committee. Any Consenting Claimants who serve on the official committee of unsecured

creditors appointed in the Chapter 11 Cases shall not be restricted in any manner by this Agreement from taking any actions or inaction in its capacity as a member of that committee.

Section 4. Obligations of Ally Under this Agreement

- (a) Ally consents to, and shall not object to, approval of the RMBS Trust Settlement Agreement or any allowance of the claims of the Trusts in any amount at or less than the aggregate amount of \$8,700,000,000, or to any allocation of such claims among the Trusts reasonably proposed by the Consenting Claimants.
- (b) Ally shall comply with the AFI Settlement Agreement in accordance with the terms and conditions thereof.

Section 5. Mutual Obligations of the Parties Under this Agreement.

As long as a Termination Event has not occurred or has occurred but has been duly waived in accordance with the terms hereof, each of the Parties agrees that it shall not:

- (a) directly or indirectly seek, solicit, support, or vote in favor of any Alternative Restructuring that could reasonably be expected to prevent, delay, or impede the Restructuring contemplated by the Plan Term Sheet and the AFI Settlement Agreement or that is inconsistent with this Agreement, unless the Debtors, the Requisite Consenting Claimants and Ally have all agreed, in writing, to pursue an Alternative Restructuring;
- (b) directly nor indirectly (i) engage in, continue, or otherwise participate in any negotiations regarding any Alternative Restructuring, (ii) enter into a letter of intent, memorandum of understanding, agreement in principle, or other agreement relating to any Alternative Restructuring, or (iii) withhold, withdraw, qualify, or modify its approval or recommendation of this Agreement, the Plan Term Sheet, the Plan, the Restructuring, or the AFI Settlement Agreement, including the Cash Contribution set forth therein;
- (c) encourage any other entity to object to, delay, impede, appeal, or take any other action, directly or indirectly, to interfere with the Restructuring;
- (d) take any action that is inconsistent with this Agreement, the Plan Term Sheet, the AFI Settlement Agreement, including the Cash Contribution set forth therein, or the Plan, or that would obstruct or delay approval of the Disclosure Statement or confirmation and consummation of the Plan; and
- (e) Notwithstanding anything else in this Agreement to the contrary (including Section 2), (i) if a Consenting Claimant or its investment advisor has in place an informational wall with respect to this matter, it shall not be a breach of this Agreement if persons screened from confidential information make public statements with respect to this matter, or take actions with respect to other claims and securities that are not subject to this Agreement, that do not support the Restructuring, Plan, or RMBS Trust Settlement Agreement, and (ii) the Debtors

and Ally shall have the right to consider and pursue any Alternative Restructuring that is not materially worse for the Consenting Claimants.

Section 6. Termination.

6.1 Consenting Claimant Termination Events.

The term “Consenting Claimant Termination Event,” wherever used in this Agreement, means any of the following events (whatever the reason for such Termination Event and whether it is voluntary or involuntary):

- (a) Any of the Debtors or Ally has breached any material provision of this Agreement or the RMBS Trust Settlement Agreement and any such breach has not been duly waived by the Requisite Consenting Claimants;
- (b) any material modification is made to the Plan Term Sheet or the Plan that is not in form and substance satisfactory to the Requisite Consenting Claimants;
- (c) any of the Definitive Documents (as defined in the Plan Term Sheet), including the Plan, is filed with the Bankruptcy Court by the Debtors and is inconsistent with the Plan Term Sheet in any material respects, unless otherwise acceptable to the Requisite Consenting Claimants;
- (d) the Bankruptcy Court has entered an order in any of the Chapter 11 Cases appointing (i) a trustee under chapter 7 or chapter 11 of the Bankruptcy Code, (ii) a responsible officer, or (iii) an examiner with enlarged powers relating to the operation of the business (powers beyond those set forth in sub-clauses (3) and (4) of section 1106(a) of the Bankruptcy Code) under section 1106(b) of the Bankruptcy Code;
- (e) conversion or dismissal of the Chapter 11 Cases of any of the Debtors;
- (f) any termination or lifting of any of the Debtors’ exclusivity to file a plan of reorganization;
- (g) any breach or termination of (i) any purchase and sale agreement for the Debtors’ mortgage loan origination business or loans held for sale business or (ii) the AFI Settlement Agreement;
- (h) any default or event of default under any debtor-in-possession financing obtained by the Debtors;
- (i) any order entered permitting Ally to lift the automatic stay provided under Bankruptcy Code section 362 (the “Automatic Stay”) that has a material adverse effect on the Consenting Claimants;

- (j) any order granted to any other secured lender to lift the Automatic Stay with respect to any material assets of the Debtors that has a material adverse effect on the Consenting Claimants;
- (k) any court has entered a final, non-appealable judgment or order declaring this Agreement or any material portion hereof to be unenforceable, or the filing of a motion to reject this Agreement; or
- (l) the Debtors fail to comply with the deadlines and conditions set forth in the Milestones.

6.2 Debtor and Ally Termination Events.

The terms “Debtor Termination Event” and “Ally Termination Event,” wherever used in this Agreement, mean a breach of any material provision of this Agreement or the RMBS Trust Settlement Agreement by Consenting Claimants, whatever the reason for such Termination Event and whether it is voluntary or involuntary.

6.3 Beneficiaries of Termination Rights.

The Consenting Claimant Termination Events, the Debtor Termination Events, and the Ally Termination Events (collectively, “Termination Events”) in Section 6 are intended solely for the benefit of the Debtors, Ally and the Consenting Claimants; provided, however, that the Consenting Claimants, Ally or a Debtor may not seek to terminate this Agreement based upon a material breach or a failure of a condition (if any) in this Agreement arising out of its own actions or omissions.

6.4 Termination Event Procedures.

Upon the occurrence of a Debtor Termination Event or an Ally Termination Event, this Agreement shall automatically terminate without further action of the Parties or action or order of the Bankruptcy Court unless no later than five (5) business days after the occurrence of such Termination Event, the occurrence of such Termination Event is waived in writing by the Debtors or Ally, respectively. Upon the occurrence of a Consenting Claimant Termination Event, this Agreement shall only terminate after the Requisite Consenting Claimants provide Ally and the Debtors with three-days’ advance written notice of termination. In the event the Agreement is terminated, the Parties shall not have any continuing liability or obligation under the Agreement and each Party shall have all the rights and remedies available to it under applicable law; provided, however, that no such termination shall relieve any Party from liability for its breach or non-performance of its obligations hereunder prior to the date of termination.

The Parties hereby waive any requirement under section 362 of the Bankruptcy Code to lift the Automatic Stay in connection with giving any such notice (and agree not to object to any non-breaching Party seeking to lift the Automatic Stay in connection with giving any such notice, if necessary). Any such termination (or partial termination) of the Agreement shall not restrict the Parties’ rights and remedies for any breach of the Agreement by any Party, including, but not limited to, the reservation of rights set forth in Section 8 hereof.

6.5 Mutual Consent to Termination.

In addition to the Termination Events set forth in sections 6.1 and 6.2 hereof, this Agreement shall be terminable immediately upon written notice to all of the Parties of the written agreement of the Requisite Consenting Claimants, the Debtors and Ally to terminate this Agreement.

6.6 Termination As a Result of the Effective Date.

On the effective date of the Plan, the Plan shall supersede and replace this Agreement.

Section 7. Mutual Representations, Warranties, and Covenants.

Each Party makes the following representations, warranties, and covenants to each of the other Parties, each of which are continuing representations, warranties, and covenants:

7.1 Good Faith.

The Parties agree to negotiate in good faith all of the documents and transactions described in the Plan Term Sheet and in this Agreement.

7.2 Enforceability.

Subject to Section 10.8 of this Agreement and the provisions of sections 1125 and 1126 of the Bankruptcy Code, this Agreement is a legal, valid, and binding obligation, enforceable against the Debtors, Ally and the Consenting Claimants in accordance with its terms, except as enforcement may be limited by applicable laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

7.3 No Consent or Approval.

Except as expressly provided in this Agreement, no consent or approval is required by any other entity in order for it to carry out the provisions of this Agreement.

7.4 Power and Authority.

The Parties are duly organized, validly existing, and in good standing under the laws of their jurisdictions of organization and the Parties have all requisite corporate, partnership, or limited liability company power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its respective obligations under, this Agreement and the Plan Term Sheet.

7.5 Authorization.

The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate, partnership, or limited liability company action on its part.

7.6 Governmental Consents.

Subject to the provisions of section 10.8 of the Agreement, the execution, delivery, and performance by the Parties of this Agreement does not and shall not require any registration or filing with or consent or approval of, or notice to, or other action to, with or by, any federal, state, or other governmental authority or regulatory body, except such filings as may be necessary and/or required under the federal securities laws or as necessary for the approval of a disclosure statement and confirmation of the Plan by the Bankruptcy Court.

7.7 No Conflicts.

The execution, delivery, and performance of this Agreement, after taking into account screening walls, does not and shall not: (a) violate any provision of law, rule, or regulation applicable to it or, in the case of the Debtors, any of its subsidiaries; (b) violate its certificate of incorporation, bylaws (or other formation documents in the case of a limited liability company) or, in the case of the Debtors, those of any of its subsidiaries; or (c) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it or, in the case of the Debtors, any of its subsidiaries is a party.

Section 8. No Waiver of Participation and Preservation of Rights.

The Plan Term Sheet provides for an agreed plan treatment with respect to claims held by the Consenting Claimants against the Debtors and for releases of claims held by, among others, the Consenting Claimants against Ally. Subject to the terms and conditions contained in Plan Term Sheet and the RMBS Trust Settlement Agreement, nothing herein is intended to, does or shall be deemed in any manner to waive, limit, impair, or restrict the ability of the Consenting Claimants to protect and preserve their rights, remedies, and interests, including their claims against any of the Debtors, any liens or security interests they may have in any assets of any of the Debtors, or their full participation in the Chapter 11 Cases, except as may be inconsistent with the provisions of this Agreement. Without limiting the foregoing sentence in any way, if the transactions contemplated by this Agreement or otherwise set forth in the Plan Term Sheet are not consummated as provided herein, if a Termination Event occurs or if this Agreement is otherwise terminated for any reason, the Parties each fully reserve any and all of their respective rights, remedies and interests.

Section 9. Acknowledgement.

THIS AGREEMENT, THE PLAN TERM SHEET, AND THE TRANSACTIONS CONTEMPLATED HEREIN AND THEREIN, ARE THE PRODUCT OF NEGOTIATIONS BETWEEN THE PARTIES AND THEIR RESPECTIVE REPRESENTATIVES. EACH PARTY HEREBY ACKNOWLEDGES THAT THIS AGREEMENT IS NOT AND SHALL NOT BE DEEMED TO BE A SOLICITATION OF VOTES FOR THE ACCEPTANCE OF A CHAPTER 11 PLAN FOR THE PURPOSES OF SECTIONS 1125 AND 1126 OF THE BANKRUPTCY CODE OR OTHERWISE. THE DEBTORS WILL NOT SOLICIT ACCEPTANCES OF THE PLAN FROM THE CONSENTING CLAIMANTS UNTIL THE CONSENTING CLAIMANTS HAVE BEEN PROVIDED WITH COPIES OF A DISCLOSURE STATEMENT APPROVED BY THE BANKRUPTCY COURT. EACH

PARTY FURTHER ACKNOWLEDGES THAT NO SECURITIES OF ANY DEBTOR ARE BEING OFFERED OR SOLD HEREBY AND THAT THIS AGREEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES OF ANY DEBTOR.

Section 10. Miscellaneous Terms.

10.1 Voluntariness; Binding Obligation; Assignment.

- (a) **Voluntariness.** Each Party acknowledges that it has read all of the terms of this Agreement, has had an opportunity to consult with counsel of its own choosing or voluntarily waived such right and enters into this Agreement voluntarily and without duress.
- (b) **Binding Obligation.** Subject to the provisions of sections 1125 and 1126 of the Bankruptcy Code, this Agreement is a legally valid and binding obligation of the Parties and their respective members, officers, directors, agents, financial advisors, attorneys, employees, partners, affiliates, successors, assigns, heirs, executors, administrators, and representatives, other than a trustee or similar representative appointed in the Chapter 11 Cases, enforceable in accordance with its terms, and shall inure to the benefit of the Parties and their respective members, officers, directors, agents, financial advisors, attorneys, employees, partners, affiliates, successors, assigns, heirs, executors, administrators, and representatives. Nothing in this Agreement, express or implied, shall give to any Entity, other than the Parties and their respective members, officers, directors, agents, financial advisors, attorneys, employees, partners, affiliates, successors, assigns, heirs, executors, administrators, and representatives, any benefit or any legal or equitable right, remedy or claim under this Agreement.
- (c) **Assignment.** No rights or obligations of any Party under this Agreement may be assigned or transferred to any other entity except as provided in Section 3.3.
- (d) **Several Obligations of Consenting Claimants.** The representations, warranties and covenants applicable to each of the Consenting Claimants shall be several and neither joint nor joint and several.

10.2 Further Assurances.

The Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, from time to time, to effectuate the agreements and understandings of the Parties, whether the same occurs before or after the date of this Agreement.

10.3 No Admission of Breach or Wrongdoing.

The Debtors and Ally have denied and continue to deny any breach, fault, liability, or wrongdoing. This denial includes breaches of representations and warranties, violations of state or federal securities laws, and other claims sounding in contract or tort in connection with any

securitizations, including those for which the Debtors or Ally were the Seller, Servicer and/or Master Servicer. Neither this Plan Support Agreement nor the RMBS Trust Settlement Agreement, whether or not consummated, any proceedings relating to this Plan Support Agreement or the RMBS Trust Settlement Agreement, nor any of the terms of the Plan Support Agreement or the RMBS Trust Settlement Agreement, whether or not consummated, shall be construed as, or deemed to be evidence of, an admission or concession on the part of the Debtors or Ally with respect to any claim or of any breach, liability, fault, wrongdoing, or damage whatsoever, or with respect to any infirmity in any defense that the Debtors or Ally have or could have asserted.

10.4 No Admission Regarding Claim Status.

The Debtors and Ally expressly state that neither this Agreement, whether or not consummated, any proceedings relating to this Agreement, nor any of the terms of this Agreement, whether or not consummated, shall be construed as, or deemed to be evidence of, an admission or concession on the part of the Debtors or Ally that any claims asserted by the Consenting Claimants are not contingent, unliquidated or disputed. The Consenting Claimants expressly state that in the event this Agreement is not consummated or is terminated, neither this Agreement, nor any proceedings relating to this Agreement, nor any of the terms of this Agreement, shall be construed as, or deemed to be evidence of, an admission or concession on the part of the Consenting Claimants that any claims asserted by the Consenting Claimants and Trustees are not limited to the amounts set forth in this Agreement or are of any particular priority.

10.5 Headings.

The headings of all sections of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision hereof.

10.6 Governing Law.

THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CHOICE OF LAWS PRINCIPLES THEREOF.

Further, by its execution and delivery of this Agreement, each of the Parties hereto hereby irrevocably and unconditionally agrees that the United States District Court for the Southern District of New York shall have jurisdiction to enforce this Agreement, provided, however, that, upon commencement of the Chapter 11 Cases, the Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of or in connection with this Agreement.

10.7 Complete Agreement, Interpretation, and Modification.

- (a) **Complete Agreement.** This Agreement and the Plan Term Sheet constitute the complete agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, between or among the Parties with respect thereto.

- (b) **Interpretation.** This Agreement is the product of negotiation by and among the Parties. Any Party enforcing or interpreting this Agreement shall interpret it in a neutral manner. There shall be no presumption concerning whether to interpret this Agreement for or against any Party by reason of that Party having drafted this Agreement, or any portion thereof, or caused it or any portion thereof to be drafted.
- (c) **Modification of Restructuring Agreements.** This Agreement and the Plan Term Sheet may only be modified, altered, amended, or supplemented by an agreement in writing signed by the Debtors, Ally and the Consenting Claimants.

10.8 Execution.

This Agreement may be executed and delivered (by facsimile or otherwise) in any number of identical counterparts, each of which, when executed and delivered, shall be deemed an original and all of which together shall constitute the same agreement. Except as expressly provided in this Agreement, each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

10.9 Remedies.

- (a) **Specific Performance.**

It is understood that money damages are not a sufficient remedy for any breach of this Agreement, and the Parties shall have the right, in addition to any other rights and remedies contained herein, to seek specific performance, injunctive, or other equitable relief from the Bankruptcy Court as a remedy for any such breach. The Parties hereby agree that specific performance shall be their only remedy for any violation of this Agreement.

10.10 Settlement Discussions.

This Agreement and the Restructuring are part of a proposed settlement among the Parties with respect to the Plan treatment of claims including the Rep and Warranty Claims. Nothing herein shall be deemed an admission of any kind by ResCap, Ally and the Consenting Claimants. To the extent provided by Federal Rule of Evidence 408 and any applicable state rules of evidence, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce the terms of this Agreement.

10.11 Consideration.

The Debtors, Ally and the Consenting Claimants hereby acknowledge that no consideration, other than that specifically described herein and in the Plan shall be due or paid to the Consenting Claimants for their agreement to support confirmation of the Plan in accordance with the terms and conditions of this Agreement, other than the Debtors' agreement to use commercially reasonable efforts to obtain approval of the Disclosure Statement and to seek confirmation of the Plan in accordance with the terms and conditions of the Plan.

10.12 Third Party Beneficiaries.

There are no third party beneficiaries of this Agreement.

10.13 Notices.

All notices hereunder shall be deemed given if in writing and delivered, if sent by facsimile, courier, or by registered or certified mail (return receipt requested) to the following addresses (or at such other addresses or facsimile numbers as shall be specified by like notice):

- (a) if to the Debtors to: Residential Capital, LLC, 8400 Normandale Lake Boulevard, Suite 350, Minneapolis, Minnesota 55437; Attn: Tammy Hamzehpour; with copies to: Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, New York, 10104, Attn: Larren Nashelsky, Gary Lee and Anthony Princi;
- (b) if to the Consenting Claimants to: Talcott Franklin, P.C., 208 N. Market Street Suite 200, Dallas, Texas 75202, Attn: Talcott Franklin; and Miller, Johnson, Snell & Cummiskey, P.L.C., 250 Monroe Avenue NW, Suite 800, P.O. Box 306 Grand Rapids, MI 49501-0306, Attn: Thomas P. Sarb; and Carter Ledyard & Milburn LLP, 2 Wall Street, New York, New York 10005, Attn: James Gadsden; and
- (c) if to Ally to: Ally Financial, Inc., 200 Renaissance Center, P.O. Box 200, Detroit, Michigan 48265-2000, Attn: William Soloman; with copies to: Kirkland & Ellis, 601 Lexington Avenue, New York, NY 10022, Attn: Ray Schrock.

Any notice given by delivery, mail, or courier shall be effective when received. Any notice given by facsimile shall be effective upon oral or machine confirmation of transmission.

* * * *

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

**RESIDENTIAL CAPITAL, LLC, on behalf of
itself and its subsidiaries**

By:

Name:

Its:

Tammy Hamzehpour
Tammy Hamzehpour
General Counsel

ALLY FINANCIAL, INC., on behalf of Ally

By:

Name:

Its:

Dated: _____, 2012

CONSENTING CLAIMANT

By:

Name:

Its:

Telephone:

Facsimile:

Description of Rep and Warranty Claims held by
Consenting Claimant:

Description and aggregate amount of any additional
claims against the Debtors other than Rep and
Warranty Claims:

Description: _____

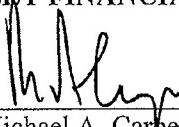
EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____
Name: _____
Its: _____

ALLY FINANCIAL INC., on behalf of Ally

By: 
Name: Michael A. Carpenter
Its: Chief Executive Officer

Dated: _____, 2012

CONSENTING CLAIMANT

By: _____
Name: _____
Its: _____
Telephone: _____
Facsimile: _____

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

**RESIDENTIAL CAPITAL, LLC, on behalf of
itself and its subsidiaries**

By: _____

Name: _____

Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____

Name: _____

Its: _____

Dated: MAY 30, 2012

CONSENTING CLAIMANT

By: Brett T. Graham

Name: Managing Partner
Vertical Capital, LLC

Its: _____

Telephone: 212-786-5300

Facsimile: 212-786-5300

Description of Rep and Warranty Claims held by
Consenting Claimant:

Description and aggregate amount of any additional
claims against the Debtors other than Rep and
Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____
Name: _____
Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: _____, 2012

Union Investment Luxembourg S.A.
Acting for the account of "UIL Special-Bond-
Portfolio", Subfund "Special-Bonds-1"

CONSENTING CLAIMANT

By: 
Name: Alexander Ohl / Lutz Orbán
Its: Head of Credit Solutions / Portfolio Manager
Telephone: +49 69 2567 2314 / +49 69 2567 2909
Facsimile: _____

Description of Rep and Warranty Claims held by
Consenting Claimant:

Description and aggregate amount of any additional
claims against the Debtors other than Rep and
Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

**RESIDENTIAL CAPITAL, LLC, on behalf of
itself and its subsidiaries**

By: _____
Name: _____
Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: May 14, 2012

CONSENTING CLAIMANT

Actual Name Thomaston Savings Bank
By: Stephen T. Lewis
Name: Stephen L. Lewis
Its: CEO/President
Telephone: 860-283-3401
Facsimile: 860-283-2529

Description of Rep and Warranty Claims held by
Consenting Claimant:

Description and aggregate amount of any additional
claims against the Debtors other than Rep and
Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

**RESIDENTIAL CAPITAL, LLC, on behalf of
itself and its subsidiaries**

By: _____
Name: _____
Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: May 14, 2012

CONSENTING CLAIMANT

By: 
Name: Keith Peterson - Summit w/
Its: Chief Financial Officer
Telephone: 608-276-1655
Facsimile: 608-243-5030

Description of Rep and Warranty Claims held by
Consenting Claimant:

Description and aggregate amount of any additional
claims against the Debtors other than Rep and
Warranty Claims:

Description: _____

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____
Name: _____
Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: May 25, 2012

CONSENTING CLAIMANT

South Carolina Medical Malpractice Liability Fund
By: Jay Carl
Name: Timothy J. Ward
Its: Manager
Telephone: 864-240-4366
Facsimile: 864-240-2750

Description of Rep and Warranty Claims held by Consenting Claimant:

CUSIP 76110WCG1 Name - RASC 2004-KS8-A16

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____
Name: _____
Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: July 16th, 2012

CONSENTING CLAIMANT

Actual Name ROYAL PARK INVESTMENTS SA/NV
By: _____
Name: DANNY FRANS
Its: CEO
Telephone: +32 2 221 03 41
Facsimile: +32 2 221 03 56

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

**RESIDENTIAL CAPITAL, LLC, on behalf of
itself and its subsidiaries**

By: _____
Name: _____
Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: 5/14, 2012

CONSENTING CLAIMANT

By: Howard Snell
Name: ROCKY MOUNTAIN BANK & TRUST
Its: Senior Credit Officer
Telephone: 719-226-3600
Facsimile: 719-226-3604

Description of Rep and Warranty Claims held by
Consenting Claimant:

Description and aggregate amount of any additional
claims against the Debtors other than Rep and
Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____

Name: _____

Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____

Name: _____

Its: _____

Dated: May 29, 2012

CONSENTING CLAIMANT

By: Richard J Waldis Jr

Name: Richard J Waldis Jr

Its: VP Investments

Telephone: 212-303-4386

Facsimile: 212-303-4486

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____

Name: _____

Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____

Name: _____

Its: _____

Dated: May 30, 2012

CONSENTING CLAIMANT

By:  _____

Name: Howard C. Thorpe _____

Its: EVP _____

Telephone: 326-632-5649 _____

Faxsimile: _____

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____

Name: _____

Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____

Name: _____

Its: _____

Dated: _____, 2012

CONSENTING CLAIMANT

By: Radian Asset Assurance Inc.

Name: Levi Mayer

Its: Levi Mayer

Telephone: 212 984-9204

Facsimile: 212 984-1498

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____
Name: _____
Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: May 14, 2012

CONSENTING CLAIMANT

Actual Name Pinnacle Bank of South Carolina
By: H. Thomas Warren III
Name: H. Thomas Warren III
Its: Chief Financial Officer
Telephone: 864-233-7096
Facsimile: 864-242-2440

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____
Name: _____
Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: _____, 2012

CONSENTING CLAIMANT

By: 
Name: Perkins State Bank
Its: James W. Carson, Sr. V.P.
Telephone: 352-528-6237
Facsimile: 352-528-0957

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____

Name: _____

Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____

Name: _____

Its: _____

Dated: 6-8, 2012

CONSENTING CLAIMANT

Peoples Independent Bank

By: Rep & Ogle

Name: Royce G Ogle

Its: President

Telephone: 256.553.8844

Facsimile: _____

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____
Name: _____
Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: May 14, 2012

CONSENTING CLAIMANT

Actual Name NorthWestern Bank N.A.
By: _____
Name: John Satrom
Its: Pres / CEO
Telephone: 218-287-2311
Facsimile: 218-287-2264

Description of Rep and Warranty Claims held by Consenting Claimant:

John Satrom 5/14/12

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____
Name: _____
Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: May 14th, 2012

CONSENTING CLAIMANT

Actual
Name: Mutual Savings Association FSA
By: David Popkes CEO
Name: David Popkes
Its: President/CEO
Telephone: 913-758-4405
Facsimile: 913-758-4498

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____
Name: _____
Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: _____, 2012

CONSENTING CLAIMANT

Actual
Name _____
By: _____
Name: _____
Its: _____
Telephone: _____
Facsimile: _____

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____

Name: _____

Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____

Name: _____

Its: _____

Dated: May 30, 2012

CONSENTING CLAIMANT

By: Lea County State Bank

Name: Samuel S. Spencer, Jr.

Its: President & CEO

Telephone: 575-397-6601

Facsimile: 575-391-1943

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

**RESIDENTIAL CAPITAL, LLC, on behalf of
itself and its subsidiaries**

By: _____
Name: _____
Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: May 15, 2012

CONSENTING CLAIMANT

By: Ronald J. Tracz
Name: Ronald J. Tracz
Its: Asst. Supreme Secretary - KNIGHTS OF COLUMBUS
Telephone: 203-752-4000
Facsimile: 203-752-4119

Description of Rep and Warranty Claims held by
Consenting Claimant:

Description and aggregate amount of any additional
claims against the Debtors other than Rep and
Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____
Name: _____
Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: May 14, 2012

CONSENTING CLAIMANT

Actual	
Name	<u>Kerndt Brothers Savings Bank</u>
By:	<u>Gregory Ptacek</u>
Name:	<u>Gregory Ptacek</u>
Its:	<u>Vice President</u>
Telephone:	<u>563-422-6072</u>
Facsimile:	<u>563-422-6075</u>

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

**RESIDENTIAL CAPITAL, LLC, on behalf of
itself and its subsidiaries**

By: _____
Name: _____
Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: 5-14, 2012

CONSENTING CLAIMANT

Actual	
Name	Heartland Bank
By:	<u>Kevin Black</u>
Name:	Kevin M. Black
Its:	President/CEO
Telephone:	515 352-3181
Facsimile:	515 352-3841

Description of Rep and Warranty Claims held by
Consenting Claimant:

Description and aggregate amount of any additional
claims against the Debtors other than Rep and
Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____

Name: _____

Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____

Name: _____

Its: _____

Dated: May 30, 2012

CONSENTING CLAIMANT

HBK MASTER FUND L.P.

By: **HBK Services LLC, Investment Advisor**

By: _____

JBG Name: _____
J. Baker Gentry, Jr.

Its: _____

Telephone: 214-758-6107

Facsimile: 214-758-1207

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____
Name: _____
Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: _____, 2012

CONSENTING CLAIMANT

Actual
Name: First National Bank & Trust Co of Rockville,
MD
By: Quick 2-Check
Name: Rick L. Reed
Its: Executive V-P & COO
Telephone: 815-562-5571
Facsimile: 815-561-1881

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____
Name: _____
Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: May 14, 2012

CONSENTING CLAIMANT

Actual Name	First National Banking Company
By:	<u>Martin Carpenter</u>
Name:	Martin Carpenter
Its:	Chairman/CEO
Telephone:	870-994-2311
Facsimile:	870-257-1889

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____
Name: _____
Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: May 14, 2012

CONSENTING CLAIMANT

Actual	
Name	<u>First National Bank of Wynne</u>
By:	<u>Sean Williams</u>
Name:	<u>Sean Williams</u>
Its:	<u>President / CEO</u>
Telephone:	<u>870-238-2361</u>
Facsimile:	<u>870-238-4284</u>

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____
Name: _____
Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: May 14, 2012

CONSENTING CLAIMANT

Actual
Name First Federal Bank of Florida
By: 
Name: David Brewer
Its: Executive Vice President & CFO
Telephone: 386-755-0600
Facsimile: 386-754-7163

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

**RESIDENTIAL CAPITAL, LLC, on behalf of
itself and its subsidiaries**

By: _____
Name: _____
Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: May 14, 2012

CONSENTING CLAIMANT

Actual
Name: First Farmers State Bank
By: Brian J. Schroeder
Name: Brian L. Schroeder
Its: Pres/CEO
Telephone: 309-392-2623
Facsimile: 309-392-2504

Description of Rep and Warranty Claims held by
Consenting Claimant:

Description and aggregate amount of any additional
claims against the Debtors other than Rep and
Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____

Name: _____

Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____

Name: _____

Its: _____

Dated: 6 - 8, 2012

CONSENTING CLAIMANT

By: First BANK
Royce G. Egle

Name: Royce G. Egle

Its: Chairman of Board

Telephone: 256.593.8844

Facsimile: _____

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____
Name: _____
Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: May 14, 2012

CONSENTING CLAIMANT

Actual Name Farmers and Merchants Trust Company of Chambersburg
By: Mark R Hollar
Name: Mark R Hollar
Its: C.F.O.
Telephone: 717 261 3535
Facsimile: 717 261 3542

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____

Name: _____

Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

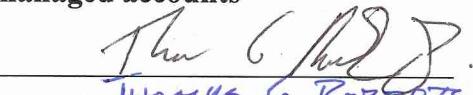
By: _____

Name: _____

Its: _____

Dated: May 16, 2012

**FARALLON CAPITAL MANAGEMENT,
L.L.C., in its capacity as an adviser to
and/or manager of certain funds and
managed accounts**


Title: Thomas G. Roberts
MANAGING MEMBER

Telephone: (415) 421-2132

Facsimile: (415) 421-2133

Description of Rep and Warranty Claims held by
Consenting Claimant:

Description and aggregate amount of any additional
claims against the Debtors other than Rep and
Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____
Name: _____
Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: 7 June, 2012

CONSENTING CLAIMANT

By: _____
Name: Mark de Saram
Its: _____
Managing Director & CEO
Telephone: 441-265-0006
Facsimile: 441-295-4828

Description of Rep and Warranty Claims held by Consenting Claimant:

\$15,057,500 original face of CUSIP 761118-PU-6

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____
Name: _____
Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: 7 June, 2012

CONSENTING CLAIMANT

By: _____
Name: Mark de Saram
Its: Deputy Chairman
Telephone: 441-265-0006
Facsimile: 441-295-4828

Description of Rep and Warranty Claims held by Consenting Claimant:

\$3,000,000 original face of CUSIP 761118-PU-6

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____
Name: _____
Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: _____, 2012

CONSENTING CLAIMANT

Actual Name	<u>ELLINGTON MANAGEMENT GROUP, L.L.C.</u>	*
By:	<u>Daniel Margolis</u>	
Name:	<u>DANIEL MARGOLIS</u>	
Its:	<u>GENERAL COUNSEL</u>	
Telephone:	<u>203 698 1200</u>	
Facsimile:	<u>203 698 0388</u>	

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

* only on behalf of certain funds identified
in its statement of beneficial ownership.

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

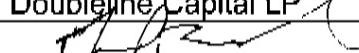
By: _____
Name: _____
Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: May 15th, 2012

CONSENTING CLAIMANT

By: Doubleline Capital LP
Name: 
Its: President
Telephone: 213-633-8200
Facsimile: 213-633-8397

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____

Name: _____

Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____

Name: _____

Its: _____

Dated: June 8, 2012

CONSENTING CLAIMANT

By: Gay L. Evenson

Name: DNB National Bank

Its: Cashier, Gay L. Evenson

Telephone: 605 874-2191

Facsimile: 605 874-2740

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____
Name: _____
Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: _____, 2012

CONSENTING CLAIMANT

Actual Name: CQS SELECT ABS MASTER FUND LIMITED
By: Tara Glaser
Name: _____
Its: Tara Glaser
Telephone: Authorised Signatory
Facsimile: _____

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____
Name: _____
Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: _____, 2012

CONSENTING CLAIMANT

Actual Name: CQS ABS MASTER FUND LIMITED
By: Tara Glaser
Name: _____
Its: _____
Telephone: _____
Facsimile: _____

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____
Name: _____
Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: _____, 2012

CONSENTING CLAIMANT

Actual Name *CQS ABS ALPHA MASTER FUND LIMITED*
By: *Tara Glaser*
Name: _____
Its: _____
Telephone: _____
Facsimile: _____

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____

Name: _____

Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____

Name: _____

Its: _____

Dated: May 15, 2012

CONSENTING CLAIMANT

By: Ashley R. Schexnaildre

Name: Ashley R. Schexnaildre

Its: Portfolio Manager

Telephone: (225)343-9342

Facsimile: (225)343-1645

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____
Name: _____
Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: May 14, 2012

CONSENTING CLAIMANT

Actual	
Name	Citizens Bank & Trust Co.
By:	<u>James G. Williamson, Jr.</u>
Name:	James G. Williamson, Jr.
Its:	Chairmen
Telephone:	479-474-1201
Facsimile:	479-410-1340

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____

Name: _____

Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____

Name: _____

Its: _____

Dated: May 17, 2012

CONSENTING CLAIMANT

By: Cedar Hill Mortgage Opportunity Master Fund, L.P.

By: Cedar Hill Mortgage Fund GP, LLC, its General Partner

By: 
Name: Charles Cascarilla
Its: Managing Member
Telephone: 212-201-5800
Facsimile: _____

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____
Name: _____
Its: _____

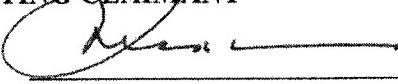
ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: May 25, 2012

Caterpillar Product Services Corporation

CONSENTING CLAIMANT

By: 
Name: Steven B. Resnick
Its: Vice President and Treasurer
Telephone: (615) 341-8130
Facsimile: (615) 341-8598

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

**RESIDENTIAL CAPITAL, LLC, on behalf of
itself and its subsidiaries**

By: _____
Name: _____
Its: _____

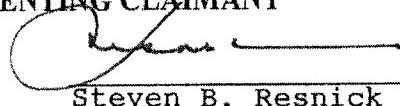
ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: May 25, 2012

Caterpillar Life Insurance Company

CONSENTING CLAIMANT

By: 
Name: Steven B. Resnick
Its: Vice President and Treasurer
Telephone: (615) 341-8130
Facsimile: (615) 341-8598

Description of Rep and Warranty Claims held by
Consenting Claimant:

Description and aggregate amount of any additional
claims against the Debtors other than Rep and
Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____
Name: _____
Its: _____

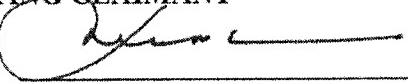
ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: May 25, 2012

Caterpillar Insurance Co. Ltd.

CONSENTING CLAIMANT

By: 
Name: Steven B. Resnick
Its: Vice President & Treasurer
Telephone: (615) 341-8130
Facsimile: (615) 341-8598

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

**RESIDENTIAL CAPITAL, LLC, on behalf of
itself and its subsidiaries**

By: _____
Name: _____
Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: May 14, 2012

CONSENTING CLAIMANT

Actual
Name BankWest, Inc.
By: Steven Bumann
Name: Steven Bumann
Its: CFO
Telephone: 605-945-3749
Facsimile: 605-224-7393

Description of Rep and Warranty Claims held by
Consenting Claimant:

Description and aggregate amount of any additional
claims against the Debtors other than Rep and
Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

RESIDENTIAL CAPITAL, LLC, on behalf of itself and its subsidiaries

By: _____
Name: _____
Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: May 14, 2012

CONSENTING CLAIMANT

Actual
Name: AnchorBank, fsl
By: Christopher Boyce
Name: Christopher J. Boyce
Its: Senior VP - Chief Investment Officer
Telephone: 608-252-8948
Facsimile: 608-259-4103

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

**RESIDENTIAL CAPITAL, LLC, on behalf of
itself and its subsidiaries**

By: _____
Name: _____
Its: _____

ALLY FINANCIAL, INC., on behalf of Ally

By: _____
Name: _____
Its: _____

Dated: 5 - 14, 2012

CONSENTING CLAIMANT

Actual Name	<u>Wells River Savings Bank</u>
By: Name:	<u>Frank Tilghman</u>
Its:	<u>Frank Tilghman</u>
Telephone:	<u>EXEC Vice President</u>
Facsimile:	<u>802 757 2361</u>
	<u>802 757 2159</u>

Description of Rep and Warranty Claims held by Consenting Claimant:

Description and aggregate amount of any additional claims against the Debtors other than Rep and Warranty Claims:

Description: _____

Exhibit A- Trusts

Deal Name	Original Issue Balance (in Thousands)	Deal Name	Original Issue Balance (in Thousands)
2004-AR1	635.0	2004-QS12	424.3
2004-AR2	510.1	2004-QS13	129.2
2004-GH1	224.1	2004-QS14	212.9
2004-HE1	1,292.3	2004-QS15	213.7
2004-HE2	711.5	2004-QS16	534.7
2004-HE3	977.3	2004-QS2	292.3
2004-HE4	1,018.0	2004-QS3	207.8
2004-HE5	700.0	2004-QS4	320.6
2004-HI1	235.0	2004-QS5	293.7
2004-HI2	275.0	2004-QS6	156.5
2004-HI3	220.0	2004-QS7	449.2
2004-HLTV1	175.0	2004-QS8	271.0
2004-HS1	477.1	2004-QS9	105.1
2004-HS2	604.1	2004-RP1	199.5
2004-HS3	284.0	2004-RS1	1,400.0
2004-J1	401.0	2004-RS10	1,250.0
2004-J2	400.6	2004-RS11	925.0
2004-J3	350.0	2004-RS12	975.0
2004-J4	600.1	2004-RS2	875.0
2004-J5	551.9	2004-RS3	600.0
2004-J6	408.0	2004-RS4	1,100.0
2004-KR1	2,000.0	2004-RS5	1,050.0
2004-KR2	1,250.0	2004-RS6	1,000.0
2004-KS1	950.0	2004-RS7	1,183.7
2004-KS10	986.0	2004-RS8	900.0
2004-KS11	692.7	2004-RS9	950.0
2004-KS12	541.8	2004-RZ1	485.0
2004-KS2	990.0	2004-RZ2	475.0
2004-KS3	675.0	2004-RZ3	360.0
2004-KS4	1,000.0	2004-RZ4	276.6
2004-KS5	1,175.0	2004-S1	307.7
2004-KS6	1,000.0	2004-S2	362.0
2004-KS7	850.0	2004-S3	228.3
2004-KS8	600.0	2004-S4	460.3
2004-KS9	600.0	2004-S5	423.5
2004-PS1	100.1	2004-S6	527.2
2004-QA1	201.3	2004-S7	105.3
2004-QA2	365.1	2004-S8	311.0
2004-QA3	320.1	2004-S9	645.9
2004-QA4	290.2	2004-SA1	250.1
2004-QA5	325.1	2004-SL1	632.9
2004-QA6	720.3	2004-SL2	499.0
2004-QS1	319.9	2004-SL3	222.5
2004-QS10	216.6	2004-SL4	206.5
2004-QS11	217.5	2004-SP1	233.7

Deal Name	Original Issue Balance (in Thousands)	Deal Name	Original Issue Balance (in Thousands)
2004-SP2	145.1	2005-KS8	1,165.8
2004-SP3	306.9	2005-KS9	487.0
2004-VFT	820.7	2005-NC1	870.8
2005-AA1	265.6	2005-QA1	296.7
2005-AF1	235.5	2005-QA10	621.8
2005-AF2	296.9	2005-QA11	525.1
2005-AHL1	463.7	2005-QA12	285.2
2005-AHL2	434.2	2005-QA13	560.2
2005-AHL3	488.8	2005-QA2	501.0
2005-AR1	399.8	2005-QA3	500.0
2005-AR2	458.4	2005-QA4	525.2
2005-AR3	523.7	2005-QA5	241.8
2005-AR4	386.1	2005-QA6	575.5
2005-AR5	597.2	2005-QA7	575.0
2005-AR6	592.0	2005-QA8	519.5
2005-EFC1	1,101.5	2005-QA9	650.5
2005-EFC2	679.3	2005-QO1	711.1
2005-EFC3	731.9	2005-QO2	425.1
2005-EFC4	707.8	2005-QO3	500.6
2005-EFC5	693.3	2005-QO4	797.0
2005-EFC6	672.7	2005-QO5	1,275.1
2005-EFC7	698.2	2005-QS1	214.6
2005-EMX1	792.8	2005-QS10	265.7
2005-EMX2	620.4	2005-QS11	213.6
2005-EMX3	674.5	2005-QS12	528.9
2005-EMX4	492.6	2005-QS13	639.2
2005-EMX5	380.0	2005-QS14	615.8
2005-HE1	991.1	2005-QS15	431.5
2005-HE2	1,113.5	2005-QS16	428.0
2005-HE3	988.0	2005-QS17	540.1
2005-HI1	240.0	2005-QS2	213.0
2005-HI2	240.0	2005-QS3	475.6
2005-HI3	224.9	2005-QS4	211.7
2005-HS1	853.8	2005-QS5	214.0
2005-HS2	577.5	2005-QS6	265.1
2005-HSA1	278.8	2005-QS7	370.0
2005-J1	525.5	2005-QS8	104.1
2005-KS1	708.8	2005-QS9	371.0
2005-KS10	1,299.2	2005-RP1	343.1
2005-KS11	1,339.3	2005-RP2	301.1
2005-KS12	1,117.2	2005-RP3	282.5
2005-KS2	543.4	2005-RS1	975.0
2005-KS3	413.5	2005-RS2	725.0
2005-KS4	411.1	2005-RS3	741.3
2005-KS5	401.8	2005-RS4	522.4
2005-KS6	596.2	2005-RS5	497.5
2005-KS7	387.6	2005-RS6	1,183.2

Deal Name	Original Issue Balance (in Thousands)	Deal Name	Original Issue Balance (in Thousands)
2005-RS7	493.0	2006-HI4	272.7
2005-RS8	660.0	2006-HI5	247.5
2005-RS9	1,179.0	2006-HTV1	229.9
2005-RZ1	203.8	2006-HSA1	461.4
2005-RZ2	333.7	2006-HSA2	447.9
2005-RZ3	340.0	2006-HSA3	201.0
2005-RZ4	411.2	2006-HSA4	402.1
2005-S1	463.1	2006-HSA5	295.6
2005-S2	260.9	2006-J1	550.0
2005-S3	183.1	2006-KS1	840.1
2005-S4	259.4	2006-KS2	977.5
2005-S5	258.2	2006-KS3	1,125.9
2005-S6	412.9	2006-KS4	687.8
2005-S7	311.7	2006-KS5	687.1
2005-S8	312.3	2006-KS6	529.1
2005-S9	366.6	2006-KS7	532.7
2005-SA1	295.2	2006-KS8	535.9
2005-SA2	500.8	2006-KS9	1,197.1
2005-SA3	675.2	2006-NC1	536.8
2005-SA4	850.5	2006-NC2	745.2
2005-SA5	355.3	2006-NC3	504.9
2005-SL1	370.5	2006-QA1	603.9
2005-SL2	168.9	2006-QA10	375.5
2005-SP1	831.0	2006-QA11	372.4
2005-SP2	490.2	2006-QA2	394.0
2005-SP3	285.7	2006-QA3	398.5
2006-AR1	508.7	2006-QA4	304.4
2006-AR2	373.0	2006-QA5	695.6
2006-EFC1	593.2	2006-QA6	625.8
2006-EFC2	387.6	2006-QA7	588.2
2006-EMX1	424.6	2006-QA8	795.1
2006-EMX2	550.1	2006-QA9	369.2
2006-EMX3	773.6	2006-QH1	337.9
2006-EMX4	661.7	2006-QO1	901.2
2006-EMX5	580.2	2006-QO10	895.7
2006-EMX6	620.5	2006-QO2	665.5
2006-EMX7	495.3	2006-QO3	644.8
2006-EMX8	698.6	2006-QO4	843.2
2006-EMX9	728.8	2006-QO5	1,071.6
2006-HE1	1,274.2	2006-QO6	1,290.3
2006-HE2	626.2	2006-QO7	1,542.4
2006-HE3	1,142.3	2006-QO8	1,288.1
2006-HE4	1,159.1	2006-QO9	895.6
2006-HE5	1,244.5	2006-QS1	323.8
2006-HI1	214.2	2006-QS10	533.6
2006-HI2	237.4	2006-QS11	751.5
2006-HI3	223.2	2006-QS12	541.3

Deal Name	Original Issue Balance (in Thousands)	Deal Name	Original Issue Balance (in Thousands)
2006-QS13	641.0	2006-SP3	291.9
2006-QS14	753.7	2006-SP4	303.9
2006-QS15	538.6	2007-EMX1	692.9
2006-QS16	752.1	2007-HE1	1,185.9
2006-QS17	537.0	2007-HE2	1,240.9
2006-QS18	1,181.9	2007-HE3	350.6
2006-QS2	881.7	2007-HI1	255.0
2006-QS3	969.8	2007-HSA1	546.8
2006-QS4	752.3	2007-HSA2	1,231.4
2006-QS5	698.0	2007-HSA3	796.4
2006-QS6	858.8	2007-KS1	415.6
2006-QS7	537.5	2007-KS2	961.5
2006-QS8	966.3	2007-KS3	1,270.3
2006-QS9	540.1	2007-KS4	235.9
2006-RP1	293.0	2007-QA1	410.1
2006-RP2	317.0	2007-QA2	367.0
2006-RP3	290.4	2007-QA3	882.4
2006-RP4	357.4	2007-QA4	243.5
2006-RS1	1,173.6	2007-QA5	504.1
2006-RS2	785.6	2007-QH1	522.3
2006-RS3	741.6	2007-QH2	348.4
2006-RS4	887.5	2007-QH3	349.5
2006-RS5	382.6	2007-QH4	401.0
2006-RS6	372.2	2007-QH5	497.5
2006-RZ1	483.8	2007-QH6	597.0
2006-RZ2	368.6	2007-QH7	347.0
2006-RZ3	688.3	2007-QH8	560.1
2006-RZ4	851.8	2007-QH9	594.4
2006-RZ5	505.1	2007-QO1	625.1
2006-S1	367.1	2007-QO2	529.3
2006-S10	1,087.7	2007-QO3	296.3
2006-S11	623.2	2007-QO4	502.8
2006-S12	1,204.3	2007-QO5	231.2
2006-S2	260.6	2007-QS1	1,297.4
2006-S3	337.8	2007-QS10	435.8
2006-S4	313.9	2007-QS11	305.8
2006-S5	678.1	2007-QS2	536.7
2006-S6	599.6	2007-QS3	971.6
2006-S7	469.7	2007-QS4	746.9
2006-S8	416.3	2007-QS5	432.7
2006-S9	442.3	2007-QS6	808.3
2006-SA1	275.1	2007-QS7	803.3
2006-SA2	791.3	2007-QS8	651.8
2006-SA3	350.9	2007-QS9	707.0
2006-SA4	282.3	2007-RP1	334.4
2006-SP1	275.9	2007-RP2	263.3
2006-SP2	348.1	2007-RP3	346.6

Deal Name	Original Issue Balance (in Thousands)
2007-RP4	239.2
2007-RS1	478.3
2007-RS2	376.8
2007-RZ1	329.3
2007-S1	522.5
2007-S2	472.2
2007-S3	575.3
2007-S4	314.5
2007-S5	524.8
2007-S6	707.7
2007-S7	419.1
2007-S8	488.8
2007-S9	172.4
2007-SA1	310.8
2007-SA2	385.1
2007-SA3	363.8
2007-SA4	414.9
2007-SP1	346.6
2007-SP2	279.3
2007-SP3	298.1
Grand Total	220,987.7

EXHIBIT B

**RESIDENTIAL CAPITAL LLC AND
CERTAIN OF ITS DIRECT AND INDIRECT SUBSIDIARIES**

**TERM SHEET FOR PROPOSED
JOINT CHAPTER 11 PLAN OF REORGANIZATION**

This term sheet (the “Term Sheet”) describes the principal terms of a proposed joint plan (the “Plan”) of reorganization (the “Reorganization”) of Residential Capital LLC (“ResCap” or the “Company”) and each subsidiary of the Company that files as a debtor in possession in a case in the United States Bankruptcy Court for the Southern District of New York (collectively, the “Debtors”).

THIS TERM SHEET IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN. SUCH OFFER OR SOLICITATION ONLY WILL BE MADE IN COMPLIANCE WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE.

PARTIES:	
Debtors	The following entities are Debtors under the Plan: Ditech, LLC; DOA Holding Properties, LLC; DOA Holdings NoteCo, LLC; DOA Properties IX LLC; EPRE LLC; Equity Investment I, LLC; ETS of Virginia, Inc.; ETS of Washington, Inc.; Executive Trustee Services, LLC; Foreign Obligation Exchange, Inc. 2003-H12; Foreign Obligation Exchange, Inc. 2003-H14; GMAC Model Home Finance I, LLC; GMAC Mortgage USA Corporation; GMAC Mortgage, LLC; GMAC Residential Holding Company, LLC; GMACR Mortgage Products, LLC; GMAC-RFC Holding Company, LLC; GMACRH Settlement Services, LLC; HFN REO SUB II, LLC; Home Connects Lending Services, LLC; Homecoming Finanial, LLC; Homecomings Financial Real Estate Holdings, LLC; Ladue Associates, Inc.; Passive Asset Transactions, LLC; PATI A, LLC; PATI B, LLC; PATI Real Estate Holdings, LLC; Phoenix Residential Securities, LLC; RAHI A, LLC; RAHI B, LLC; RAHI Real Estate Holdings, LLC; RCSFJV2004, LLC; Residential Accredit Loans, Inc.; Residential Asset Mortgage Products, Inc.; Residential Asset Securities Corporation; Residential Capital, LLC; Residential Consumer Services of Alabama, LLC; Residential Consumer Services of Ohio, LLC; Residential

	<p>Consumer Services of Texas, LLC; Residential Consumer Services, LLC; Residential Funding Company, LLC; Residential Funding Mortgage Exchange, LLC; Residential Funding Mortgage Securities I, Inc.; Residential Funding Mortgage Securities II, Inc.; Residential Funding Real Estate Holdings, LLC; Residential Mortgage Real Estate Holdings, LLC; RFC Asset Holdings II, LLC; RFC Asset Management, LLC; RFC Construction Funding, LLC; RFC SFJV-2002, LLC; and RFC-GSAP Servicer Advance, LLC.</p> <p>The Plan proposes partial consolidation for Plan purposes only with the following Debtor entities: (a) ResCap, GMAC Residential Holding Company, LLC (“<u>GMACM Holding</u>”), and GMAC-RFC Holding Company, LLC (“<u>RFC Holding</u>” and, together with ResCap and GMACM Holding, the “<u>ResCap Debtors</u>”); (b) each of the Debtor subsidiaries of GMACM Holding (collectively, the “<u>GMACM Debtors</u>”); and (c) each of the Debtor subsidiaries of RFC Holding (collectively, the “<u>RFC Debtors</u>”).</p>
DIP Lenders	Barclays Bank PLC and any other lenders that are parties to the DIP Financing Facility
Purchaser	Nationstar Mortgage LLC (the “ <u>Stalking Horse Bidder</u> ”) or, if the Stalking Horse Bidder is not the Winning Bidder at the Auction, the Winning Bidder.

Prepetition Secured Lenders¹	(a) Ally Financial Inc. (“ <u>AFI</u> ” and, together with its direct and indirect subsidiaries (other than ResCap and its subsidiaries, collectively, “ <u>Ally</u> ”) under (i) that certain senior secured credit facility agreement (the “ <u>AFI Revolver</u> ”), as amended and restated on December 30, 2009, and (ii) that certain secured loan agreement, as amended and restated on December 30, 2009 (the “ <u>AFI LOC</u> ”); (b) Citibank N.A. (“ <u>Citibank</u> ”) under that certain \$158 million revolving facility (the “ <u>Citibank MSR Facility</u> ”); and (c) Federal National Mortgage Association (“ <u>Fannie Mae</u> ”), under that certain Term Sheet dated August 10, 2010, as amended and restated as of January 18, 2011 and as further amended on July 29, 2011 (the “ <u>FNMA EAF Facility</u> ”).
Junior Secured Noteholders	Holders of 9.625% junior secured notes due 2015 issued by ResCap (the “ <u>Junior Secured Notes</u> ”).
Senior Unsecured Noteholders	Holders of senior unsecured notes (the “ <u>Senior Unsecured Notes</u> ”) consisting of U.S. dollar denominated notes maturing between June 2012 and June 2015, euro denominated notes maturing in May 2012, and U.K. sterling denominated notes maturing between May 2013 and July 2014, each issued by ResCap, under the Indenture dated as of June 24, 2005, and certain supplements thereto.
Treatment of Subservicing Agreement	The Bankruptcy Court shall enter an order, approving the continued performance under the Subservicing Agreement attached hereto as <u>Exhibit 1</u> on an interim basis within five (5) business days of the Petition Date, and on a final basis within fifty (50) days of the Petition Date, unless Ally in its sole discretion extends such dates.
Treatment of Shared Services Agreement	The Bankruptcy Court shall enter an order approving the performance under the Shared Services Agreement attached to the Ally Settlement Agreement as Exhibit 7 on an interim basis within five (5) business days of the Petition Date, and on a final basis within fifty (50) days of the Petition Date, unless Ally in its sole discretion extends such dates.
Treatment of GNMA	The Bankruptcy Court shall enter an order, approving the

¹ This Term Sheet is conditioned upon the GSAP Facility and BMMZ Repo Facility being refinanced by the DIP Financing Facility.

Forward Flow Agreement	continued performance under the GNMA Forward Flow Agreement attached hereto as <u>Exhibit 2</u> on an interim basis within five (5) business days of the Petition Date, and on a final basis within fifty (50) days of the Petition Date, unless Ally in its sole discretion extends such dates.
Automatic Stay Extension Motion	The Debtors shall file a motion to extend the automatic stay under section 362 of the Bankruptcy Code to Ally during the Debtors' chapter 11 cases.
Subordination Rights	Except as expressly provided otherwise (including modification pursuant to the Plan Support Agreements), the Plan shall give effect to any subordination rights as required by section 510(a) of the Bankruptcy Code.
PLAN OF REORGANIZATION:	
Initiation of Chapter 11 Cases	<p>No later than May 14, 2012 (the "<u>Petition Date</u>"), each of the Debtors shall file with the Bankruptcy Court a voluntary petition under Chapter 11 of the Bankruptcy Code. Within thirty (30) days of the Petition Date, the Debtors shall file the Plan and related disclosure statement (the "<u>Disclosure Statement</u>") that incorporate, and are consistent with, the terms of this Term Sheet, and shall use commercially reasonable efforts to satisfy the terms of this Term Sheet, including the Consummation of the Plan.</p> <p>The Plan and Disclosure Statement shall be in form and substance satisfactory to the Debtors, Ally, and other parties that are party to the Plan Support Agreements.</p>
Plan Treatment	The Plan shall address, among other things: (a) obligations under the DIP Financing Facility; (b) obligations under the Prepetition Secured Facilities; (c) obligations under the Junior Secured Notes; (d) other secured obligations; (e) obligations under the Senior Unsecured Notes; (f) general unsecured obligations; (g) statutorily subordinated obligations; (h) intercompany obligations; and (i) equity interests including common stock, partnership interests, or other ownership interests, and rights related thereto.
Ally Settlement Agreement	The Plan will incorporate a settlement with Ally, as described in this Term Sheet and as set forth in the Ally Settlement Agreement pursuant to which Ally will agree to

	contribute the value set forth in the Ally Settlement Agreement to the Debtors' estates for, among other things, Debtor Releases and Third Party Releases (each as defined below), subject to Bankruptcy Court approval as part of the Plan.
Plan Funding	<p>The Plan will be funded with the proceeds derived from:</p> <p>(a) the Debtors' asset sale executed pursuant to the Platform Asset Purchase Agreement, attached hereto as <u>Exhibit 4</u>;</p> <p>(b) the Ally Settlement Agreement; (c) the Debtors' asset sale executed pursuant to the HFS Asset Purchase Agreement, attached to the Ally Settlement Agreement as <u>Exhibit 5</u>; and (d) other sales of the Debtors' assets (whether occurring before or after the Effective Date).</p> <p>The Ally Settlement proceeds will be allocated in any manner consistent with the Plan Support Agreements among the ResCap Debtors, GMACM Debtors, and RFC Debtors in the Debtors' sole discretion.</p>
TREATMENT OF CLAIMS AND INTERESTS:	
I. RESCAP DEBTORS	
Administrative Expense Claims	Unclassified. On or as soon as practicable after the Effective Date, each holder of an allowed Administrative Expense Claim shall be paid in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code; <u>provided</u> , that Allowed Administrative Expense Claims that arise in the ordinary course of the Debtors' business shall be paid in full in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to, such transactions.
Priority Tax Claims	Unclassified. On or as soon as practicable after the Effective Date, each holder of an allowed Priority Tax Claim shall be paid in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
Class R-1: Other Priority Claims	Unimpaired; deemed to accept and not entitled to vote on the Plan pursuant to section 1126(f) of the Bankruptcy Code. On or as soon as practicable after the Effective Date,

	each holder of an allowed Other Priority Claim shall be paid in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code; <u>provided</u> , that Other Priority Claims that arise in the ordinary course of the Debtors' business and that are not due and payable on or before the Effective Date shall be paid in the ordinary course of business in accordance with the terms thereof.
Class R-2: AFI Revolver Claims	Unimpaired; deemed to accept and not entitled to vote on the Plan pursuant to section 1126(f) of the Bankruptcy Code. Except as otherwise provided under the Ally Settlement Agreement, on or as soon as practicable after the Effective Date, each holder of an allowed AFI Revolver Claim shall be satisfied by payment in full in cash in accordance with, and to the extent modified by, the Junior Secured Notes Plan Support Agreement, or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
Class R-3: Other Secured Claims	Unimpaired; deemed to accept and not entitled to vote on the Plan pursuant to section 1126(f) of the Bankruptcy Code. On or as soon as practicable after the Effective Date, each holder of an allowed Other Secured Claim shall be paid in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
Class R-4: Junior Secured Notes Claims	Impaired; entitled to vote on the Plan. The Junior Secured Notes Claims shall be Allowed in the aggregate amount of not less than \$2,120,452,000. Each holder of a Junior Secured Notes Claim shall receive, in full and final satisfaction of such a Claim and after giving full effect to the terms of the Junior Secured Notes Plan Support Agreement, treatment consistent with section 1129(b)(2)(A)(ii) of the Bankruptcy Code.
Class R-5: Senior Unsecured Notes Claims	Impaired; entitled to vote on the Plan. The Senior Unsecured Notes Claims shall be Allowed in the aggregate amount of principal plus interest prior to the Petition Date. Each holder of an Allowed Senior Unsecured Notes Claim shall receive, in full and final satisfaction of such Claim, an amount equal to its pro rata share of the ResCap Unsecured Claims Pool.

Class R-6: Junior Secured Notes Deficiency Claims	Impaired; entitled to vote on the Plan. Each holder of an Allowed Junior Secured Notes Deficiency Claim shall receive, in full and final satisfaction of such Claim, its pro rata share of the ResCap Unsecured Claims Pool; <u>provided</u> , that at the Debtors' option, if the Junior Secured Notes Plan Support Agreement becomes effective, each holder of a Junior Secured Note will be deemed to have waived its right to receive any recovery on account of the Class R-6 Junior Secured Notes Deficiency Claims.
Class R-7: General Unsecured Claims	Impaired; entitled to vote on the Plan. Each holder of an Allowed General Unsecured Claim shall receive, in full and final satisfaction of such Claim, an amount equal to its pro rata share of the ResCap Unsecured Claims Pool, unless the holder and applicable Debtor otherwise agree to a different treatment.
Class R-8: Intercompany Claims	Impaired; deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Unless the Junior Secured Claims have been paid in full based upon their Secured Claims, Allowed Intercompany Claims shall receive in full satisfaction of such Allowed Intercompany Claims an amount equal to its pro rata share of ResCap Unsecured Claims Pool.
Class R-9: Section 510(b) Claims	Impaired; deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Section 510(b) Claims shall receive no recovery on account of such claims.
Class R-10: Equity Interests	Impaired; deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Equity Interests shall receive no recovery on account of such interests.
II. GMACM DEBTORS	
Administrative Expense Claims	Unclassified. On or as soon as practicable after the Effective Date, each holder of an allowed Administrative Expense Claim shall be paid in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code; <u>provided</u> , that Allowed Administrative Expense Claims that arise in the ordinary course of the Debtors' business shall be paid in full in the ordinary course of business in accordance with the terms

	and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to, such transactions.
Priority Tax Claims	Unclassified. On or as soon as practicable after the Effective Date, each holder of an allowed Priority Tax Claim shall be paid in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
Class GS-1: Other Priority Claims	Unimpaired; deemed to accept and not entitled to vote on the Plan pursuant to section 1126(f) of the Bankruptcy Code. On or as soon as practicable after the Effective Date, each holder of an allowed Other Priority Claim shall be paid in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code; <u>provided</u> , that Other Priority Claims that arise in the ordinary course of the Debtors' business and that are not due and payable on or before the Effective Date shall be paid in the ordinary course of business in accordance with the terms thereof.
Class GS-2: AFI Revolver Claims	Unimpaired; deemed to accept and not entitled to vote on the Plan pursuant to section 1126(f) of the Bankruptcy Code. Except as otherwise provided under the Ally Settlement Agreement, on or as soon as practicable after the Effective Date, each holder of an allowed AFI Revolver Claim shall be satisfied by payment in full in cash in accordance with, and to the extent modified by, the Junior Secured Notes Plan Support Agreement or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
Class GS-3: AFI LOC Claims	Unimpaired; deemed to accept and not entitled to vote on the Plan pursuant to section 1126(f) of the Bankruptcy Code. Except as otherwise provided under the Ally Settlement Agreement, on or as soon as practicable after the Effective Date, each holder of an allowed AFI LOC Claim shall be satisfied by payment in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
Class GS-4: Citibank Secured Lender Claims	Unimpaired; deemed to accept and not entitled to vote on the Plan pursuant to section 1126(f) of the Bankruptcy Code. On or as soon as practicable after the Effective Date, each holder of an allowed Citibank Secured Lender Claim

	shall be satisfied by payment in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
Class GS-5: FNMA EAF Claims	Unimpaired; deemed to accept and not entitled to vote on the Plan pursuant to section 1126(f) of the Bankruptcy Code. On or as soon as practicable after the Effective Date, each holder of an allowed FNMA EAF Claim shall be satisfied by payment in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
Class GS-6: Other Secured Claims	Unimpaired; deemed to accept and not entitled to vote on the Plan pursuant to section 1126(f) of the Bankruptcy Code. On or as soon as practicable after the Effective Date, each holder of an allowed Other Secured Claim shall be paid in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
Class GS-7: Junior Secured Notes Claims	Impaired; entitled to vote on the Plan. The Junior Secured Notes Claims shall be Allowed in the aggregate amount of not less than \$2,120,452,000. Each holder of a Junior Secured Notes Claim shall receive, in full and final satisfaction of such a Claim and after giving full effect to the terms of the Junior Secured Notes Plan Support Agreement, treatment consistent with section 1129(b)(2)(A)(ii) of the Bankruptcy Code.
Class GS-8: Junior Secured Notes Deficiency Claims	Impaired; entitled to vote on the Plan. Each holder of an Allowed Junior Secured Notes Deficiency Claim shall receive, in full and final satisfaction of such Claim, an amount equal to its pro rata share of the GMACM Unsecured Claims Pool, in accordance with, and to the extent modified by, the Junior Secured Notes Plan Support Agreement, unless the holder and applicable Debtor otherwise agree to a different treatment. Under no circumstances shall a Junior Secured Noteholder be entitled to receive aggregate distributions in excess of its Allowed Claims.
Class GS-9: Rep and Warranty Contract	Impaired; entitled to vote on the Plan. Each holder of an Allowed Rep and Warranty Contract Claim shall receive, in

Claims	full and final satisfaction of such Claim, an amount equal to its pro rata share of the GMACM Unsecured Claims Pool, unless the holder and applicable Debtor otherwise agree to a different treatment.
Class GS-10: General Unsecured Claims²	Impaired; entitled to vote on the Plan. Each holder of an Allowed General Unsecured Claim shall receive, in full and final satisfaction of such Claim, an amount equal to its pro rata share of the GMACM Unsecured Claims Pool, unless the holder and applicable Debtor otherwise agree to a different treatment.
Class GS-11: Intercompany Claims	Impaired; deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Unless the Junior Secured Claims have been paid in full based upon their Secured Claim, Allowed Intercompany Claims shall receive in full satisfaction of such Allowed Intercompany Claims an amount equal to its pro rata share of ResCap Unsecured Claims Pool.
Class GS-12: Section 510(b) Claims	Impaired; deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Section 510(b) Claims shall receive no recovery on account of such claims.
Class GS-13: Equity Interests	Impaired; deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Equity Interests shall receive no recovery on account of such interests.
II. RFC DEBTORS	
Administrative Expense Claims	Unclassified. On or as soon as practicable after the Effective Date, each holder of an allowed Administrative Expense Claim shall be paid in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code; <u>provided</u> , that Allowed Administrative Expense Claims that arise in the ordinary course of the Debtors' business shall be paid in full in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to, such transactions.

² This Term Sheet assumes that the medium-term unsecured peso-denominated notes maturing in June 2012 issued by the non-Debtor Mexican subsidiary of ResCap and guaranteed by various Debtors will no longer constitute obligations of the Debtors following an exchange offer in Mexico in connection with the pending sale of equity of the subsidiary.

Priority Tax Claims	Unclassified. On or as soon as practicable after the Effective Date, each holder of an allowed Priority Tax Claim shall be paid in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
Class RS-1: Other Priority Claims	Unimpaired; deemed to accept and not entitled to vote on the Plan pursuant to section 1126(f) of the Bankruptcy Code. On or as soon as practicable after the Effective Date, each holder of an allowed Other Priority Claim shall be paid in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code; <u>provided</u> , that Other Priority Claims that arise in the ordinary course of the Debtors' business and that are not due and payable on or before the Effective Date shall be paid in the ordinary course of business in accordance with the terms thereof.
Class RS-2: AFI Revolver Claims	Unimpaired; deemed to accept and not entitled to vote on the Plan pursuant to section 1126(f) of the Bankruptcy Code. Except as otherwise provided under the Ally Settlement Agreement, on or as soon as practicable after the Effective Date, each holder of an allowed AFI Revolver Claim shall be satisfied by payment in full in cash in accordance with, and to the extent modified by the Junior Secured Notes Plan Support Agreement or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
Class RS-3: AFI LOC Claims	Unimpaired; deemed to accept and not entitled to vote on the Plan pursuant to section 1126(f) of the Bankruptcy Code. Except as otherwise provided under the Ally Settlement Agreement, on or as soon as practicable after the Effective Date, each holder of an allowed AFI LOC Claim shall be satisfied by payment in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
Class RS-4: Other Secured Claims	Unimpaired; deemed to accept and not entitled to vote on the Plan pursuant to section 1126(f) of the Bankruptcy Code. On or as soon as practicable after the Effective Date, each holder of an allowed Other Secured Claim shall be paid in full in cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

Class RS-5: Junior Secured Notes Claims	<p>Impaired; entitled to vote on the Plan. The Junior Secured Notes Claims shall be Allowed in the aggregate amount of not less than \$2,120,452,000.</p> <p>Each holder of a Junior Secured Notes Claim shall receive, in full and final satisfaction of such a Claim and after giving full effect to the terms of the Junior Secured Notes Plan Support Agreement, treatment consistent with section 1129(b)(2)(A)(ii) of the Bankruptcy Code.</p>
Class RS-6: Junior Secured Notes Deficiency Claims	<p>Impaired; entitled to vote on the Plan. Each holder of an Allowed Junior Secured Notes Deficiency Claim shall receive, in full and final satisfaction of such Claim, an amount equal to its pro rata share of the RFC Unsecured Claims Pool in accordance with, and to the extent modified by, the Junior Secured Notes Plan Support Agreement, unless the holder and applicable Debtor otherwise agree to a different treatment.</p> <p>Under no circumstances shall a Junior Secured Noteholder be entitled to receive aggregate distributions in excess of its Allowed Claims.</p>
Class RS-7: Rep and Warranty Contract Claims	<p>Impaired; entitled to vote on the Plan. Each holder of an Allowed Rep and Warranty Contract Claim shall receive, in full and final satisfaction of such Claim, an amount equal to its pro rata share of the RFC Unsecured Claims Pool, unless the holder and applicable Debtor otherwise agree to a different treatment.</p>
Class RS-8: General Unsecured Claims	<p>Impaired; entitled to vote on the Plan. Each holder of an Allowed General Unsecured Claim shall receive, in full and final satisfaction of such Claim, an amount equal to its pro rata share of the RFC Unsecured Claims Pool, unless the holder and applicable Debtor otherwise agree to a different treatment.</p>
Class RS-9: Intercompany Claims	<p>Impaired; deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Intercompany Claims shall receive no recovery on account of such claims.</p>
Class RS-10: Section 510(b) Claims	<p>Impaired; deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Section 510(b) Claims shall receive no recovery on account of such claims.</p>

Class RS-11: Equity Interests	Impaired; deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Equity Interests shall receive no recovery on account of such interests.
CONDITIONS TO CONFIRMATION & EFFECTIVE DATE:	
	<p>The Plan shall contain various usual and customary conditions precedent to confirmation and to the Effective Date that must be satisfied or waived.</p> <p>Such conditions to the Effective Date shall include, without limitation, the following:</p> <ul style="list-style-type: none"> (a) the Plan shall be in form and substance consistent in all material respects with this Term Sheet and satisfactory to the Debtors, Ally and the Consenting Holders; (b) all AFI Revolver Claims and AFI LOC Claims, and additional Claims held by Ally, are Allowed in full and approved by the Bankruptcy Court without subordination of any kind unless otherwise agreed by Ally; (c) the Bankruptcy Court shall have entered the Confirmation Order, which such order will grant final approval of the Plan, the Asset Sales, the Debtor Releases, the Third Party Releases, and the Ally Settlement Agreement, all in the form and substance satisfactory to the Debtors, Ally and the Consenting Holders; (d) the Ally Settlement Agreement shall remain in full force and effect; (e) the HFS Asset Purchase Agreement shall be approved by the Bankruptcy Court in form and substance acceptable to the Debtors, the Consenting Holders, and Ally if Ally is the purchaser of such assets; (f) the Platform Asset Purchase Agreement shall have been approved by the Bankruptcy Court in form and substance satisfactory to the Debtors and Ally;

	<ul style="list-style-type: none"> (g) all material governmental and third party approvals and consents, including Bankruptcy Court approval, necessary in connection with the transactions contemplated by this Term Sheet, including the Asset Sales, shall have been obtained and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on such transactions; (h) at no time shall the Bankruptcy Court have approved the appointment of an examiner with expanded powers; (i) at no time shall the Bankruptcy Court have approved the appointment of a trustee; and (j) no reduction in the value of Petition Date Collateral (as defined in the Junior Notes Plan Support Agreement) due to (i) the successful challenge of the validity of the liens on such Petition Date Collateral or (ii) a determination that any asset or assets that were designated by a Debtor as being Petition Date Collateral do not constitute Joint Collateral (as defined in the Junior Notes Plan Support Agreement), in an aggregate amount (taking into account additional Joint Collateral that was not specified as Petition Date Collateral) for all such assets that exceeds one hundred million dollars (\$100,000,000), based on the Debtors' book value as of February 29, 2012.

DEFINITIVE DOCUMENTS:

	The transactions described in this Plan Term Sheet are subject in all respects to, among other things, definitive documentation, including:
	<ul style="list-style-type: none"> (a) the Ally Settlement Agreement; (b) the Platform Asset Purchase Agreement, in which the Debtors shall, among other things, effectuate the sale to Purchaser of the Debtors' mortgage loan origination and servicing platform, including mortgage servicing rights and servicer advances,

	<p>and certain other assets, in exchange for Purchaser's payment of a cash purchase price of approximately \$2.3 billion, plus other consideration, including reimbursements for prior expenses and the assumption of certain liabilities as set forth in the Platform Asset Purchase Agreement;</p> <ul style="list-style-type: none"> (c) the HFS Asset Purchase Agreement, in which the Debtors shall, among other things, effectuate the sale to Ally of the Purchased Assets, as defined in the HFS Asset Purchase Agreement; (d) the Plan, the Disclosure Statement and the documents to be included in the Plan Supplement; (e) the Cash Collateral Order; (f) the DIP Financing Facility; (g) the Subservicing Agreement; (h) the Shared Services Agreement; (i) the GNMA Forward Flow Agreement; and (j) the Transition Services Agreement.
	RELEASES AND EXCULPATIONS:

Releases	<p>The Plan shall contain Debtor and third party releases consistent with the Ally Settlement Agreement.</p> <p>The Order of the Bankruptcy Court confirming the Plan will permanently enjoin the commencement or prosecution by any person or entity, whether directly, derivatively or otherwise, of any Claims, obligations, damages, demands, debts, rights, suits, Causes of Action, judgments, or liabilities released pursuant to the Plan.</p> <p>In addition, the Plan will include a mutual release of all claims between and among Ally and the holders of the Junior Secured Note Claims, which shall be in form and substance reasonably satisfactory to Ally and the Consenting Holders.</p>
Exculpation	The Debtors, Ally, the Consenting Holders, Trustees for

	Trusts that accept the compromise proposed in the RMBS Trust Settlement Agreement in accordance with the terms therein, provided such agreement is approved and continues to be in effect, and their respective Representatives shall neither have, nor incur any liability to any entity for any pre-petition or post-petition act taken or omitted to be taken in connection with, or related to formulating, negotiating, preparing, disseminating, implementing, administering, confirming, or effecting the Consummation of the Plan, the Disclosure Statement, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan or any other pre-petition or post-petition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Company; provided, that the foregoing provisions of this exculpation shall have no effect on the liability of any entity that results from any such act or omission that is determined in a final order to have constituted gross negligence or willful misconduct; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her or its duties pursuant to, or in connection with, the Plan.

OTHER PRINCIPAL PLAN TERMS:

Executory Contracts and Unexpired Leases	Executory contracts and unexpired leases shall be rejected by the Debtors unless set forth on a schedule of assumed contracts and leases to be attached to the Platform Asset Purchase Agreement with Purchaser or otherwise assumed or rejected, prior to the Effective Date.
Indemnification of Officers and Directors	As set forth in the Ally Settlement Agreement.
Compromise and Settlement	The Plan shall contain customary provisions for the compromise and settlement of Claims stating that, notwithstanding anything in the Plan to the contrary, the allowance, classification, and treatment of allowed Claims and equity interests and their respective distributions take into account and conform to the relative priority and rights of such Claims and interests.
Retention of Jurisdiction	The Plan shall provide for a broad retention of jurisdiction by the Bankruptcy Court, including for: (a) resolution of Claims; (b) allowance of compensation and expenses for pre-Effective Date services; (c) resolution of motions,

	adversary proceedings, or other contested matters; (d) entering such orders as necessary to implement or consummate the Plan and any related documents or agreements; (e) enforcement of the Plan Injunction; and (f) other purposes.
Resolution of Disputed Claims	The Plan shall provide customary terms for the resolution of disputed Claims and any reserves therefore.
Liquidating Trust	The Plan shall contain customary provisions for the establishment of a Liquidating Trust to administer the assets of the Debtors' Estates on and after the Effective Date in accordance with the Plan. The Liquidating Trust shall be subject to the oversight committee consistent with the provisions of Junior Secured Notes Plan Support Agreement.
Additional Provisions	The Plan shall contain other provisions customarily found in other similar plans of reorganization.
DEFINITIONS:	
	<u>“Administrative Expense Claim”</u> means any claim for costs and expenses of administration under section 503(b), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) any actual and necessary costs and expenses incurred after the Petition Date of preserving the Debtors' estates and operating the businesses of the Debtors; (b) compensation for legal, financial, advisory, accounting, and other services and reimbursement of expenses allowed by the Bankruptcy Court under sections 327, 330, 331, 363, or 503(b) of the Bankruptcy Code to the extent incurred prior to the Effective Date; and (c) all fees and charges assessed against the Debtors' estates under section 1930, chapter 123, of title 28, United States Code.
	<u>“AFI”</u> means such term as defined in the section entitled “Prepetition Secured Lenders.”
	<u>“AFI LOC”</u> means such term as defined in the section entitled “Prepetition Secured Lenders.”
	<u>“AFI LOC Claim”</u> means any Secured Claim of AFI arising under the AFI LOC.

	<p><u>“AFI Revolver”</u> means such term as defined in the section entitled “Prepetition Secured Lenders.”</p>
	<p><u>“AFI Revolver Claim”</u> means any Secured Claim of AFI arising under the AFI Revolver.</p>
	<p><u>“Allowed”</u> means with respect to any Claim, except as otherwise provided herein: (a) a Claim that is scheduled by the Debtors in their Schedules as neither disputed, contingent nor unliquidated, and as to which the Debtors or other party in interest have not filed an objection by the Claims Objection Bar Date; (b) a Claim that either is not a Disputed Claim or has been Allowed by a Final Order; (c) a Claim that is Allowed (i) pursuant to the Plan, (ii) in any stipulation that is approved by the Bankruptcy Court, or (iii) pursuant to any contract, instrument, indenture, or other agreement entered into or assumed in connection herewith; (d) a Claim relating to a rejected Executory Contract or Unexpired Lease that either (i) is not a Disputed Claim or (ii) has been Allowed by a Final Order; (e) a Claim that is Allowed pursuant to the terms of the Plan; or (f) a Disputed Claim as to which a proof of Claim has been timely filed and as to which no objection has been filed by the Claims Objection Bar Date.</p>
	<p><u>“Ally”</u> means such term as defined in the section entitled “Prepetition Secured Lenders.”</p>
	<p><u>“Ally DIP Financing Facility”</u> means the debtor-in-possession financing facility to be provided to the Debtors, attached hereto as <u>Exhibit 3</u>.</p>
	<p><u>“Ally Settlement Agreement”</u> means the agreement between Ally and the Debtors, attached hereto as <u>Exhibit 5</u>.</p>
	<p><u>“Asset Sales”</u> means, collectively, the sale of the Debtors’ servicing platform together with substantially all of the Debtors’ owned agency mortgage servicing rights pursuant to the Platform Asset Purchase Agreement, and the sale of certain of Ally’s collateral pursuant to the HFS Asset Purchase Agreement.</p>
	<p><u>“Auction”</u> means an auction held in connection with the Asset Sales pursuant to the bidding procedures.</p>
	<p><u>“Bankruptcy Code”</u> means Title 11 of the United States</p>

	Code, 11 U.S.C. §§ 101 <i>et seq.</i>
	“ <u>Bankruptcy Court</u> ” means the United States Bankruptcy Court for the Southern District of New York.
	“ <u>Cash Collateral Order</u> ” means an order of the Bankruptcy Court authorizing the Debtors to use Ally’s cash collateral.
	“ <u>Causes of Action</u> ” means all actions, causes of action, Claims, liabilities, obligations, rights, suits, debts, damages, judgments, remedies, demands, setoffs, defenses, recoupments, crossclaims, counterclaims, third party claims, indemnity claims, contribution claims, or any other claims, disputed or undisputed, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, in law, equity, or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Chapter 11 Cases, including through the Effective Date.
	“ <u>Chapter 11 Cases</u> ” mean (a) when used with reference to a particular Debtor, the chapter 11 case to be filed for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court and (b) when used with reference to all Debtors, the procedurally consolidated chapter 11 cases for all of the Debtors.
	“ <u>Citibank</u> ” means such term as defined in the section entitled “Prepetition Secured Lenders.”
	“ <u>Citibank MSR Facility</u> ” means such term as defined in the section entitled “Prepetition Secured Lenders.”
	“ <u>Citibank Secured Lender Claim</u> ” means any Secured Claim of Citibank arising under the Citibank MSR Facility.
	“ <u>Claim</u> ” has the meaning set forth in 11 U.S.C. § 101(5).
	“ <u>Company</u> ” means such term as defined in the preamble.
	“ <u>Confirmation Order</u> ” means the order of the Bankruptcy Court confirming the Plan pursuant to, among others, section 1129 of the Bankruptcy Code.
	“ <u>Consummation</u> ” means the occurrence of the Effective Date.

	“ <u>Creditor</u> ” means any holder of a Claim.
	“ <u>Debtor</u> ” means one of the Debtors, in its individual capacity as a debtor and debtor in possession in the Chapter 11 Cases.
	“ <u>Debtors</u> ” means such term as defined in the preamble.
	“ <u>DIP Financing Facility</u> ” means that certain Debtor-in-Possession Credit Agreement, dated on or around May 14, 2012, by and between the Debtors and Barclays Bank Plc, attached hereto as <u>Exhibit 6</u> .
	“ <u>Disclosure Statement</u> ” means such term as defined in the section entitled “Initiation of Chapter 11 Cases.”
	“ <u>DOJ/AG Settlement</u> ” means that certain Consent Judgment filed on March 12, 2012 in the United States District Court for the District of Columbia to which ResCap and AFI, among others, are parties.
	“ <u>Effective Date</u> ” means the date of substantial consummation of the Plan, which shall be the first business day upon which all conditions precedent to the effectiveness of the Plan are satisfied or waived in accordance with the Plan.
	“ <u>Estate</u> ” means, as to each Debtor, the estate created for the Debtor in its Chapter 11 case pursuant to section 541 of the Bankruptcy Code.
	“ <u>Equity Interest</u> ” means an equity security (as defined in section 101 of the Bankruptcy Code) in any of the Debtors.
	“ <u>Fannie Mae</u> ” means such term as defined in the section entitled “Prepetition Secured Lenders.”
	“ <u>FNMA EAF Claim</u> ” means any Secured Claim of Fannie Mae arising under the FNMA EAF Facility.
	“ <u>FNMA EAF Facility</u> ” means such term as defined in the section entitled “Prepetition Secured Lenders.”
	“ <u>FRB Consent Order</u> ” means that certain Consent Order dated April 13, 2011 among ResCap, GMAC Mortgage,

	LLC, AFI, the Federal Reserve Board and the Federal Deposit Insurance Company.
	<u>“General Unsecured Claim”</u> means any and all Claims against any of the Debtors that are not a/an (a) Administrative Expense Claim; (b) Priority Tax Claim; (c) Other Priority Claim; (d) Secured Lender Claim; (e) Junior Secured Notes Claim; (f) Other Secured Claim; (g) Senior Unsecured Notes Claim; (h) Junior Secured Notes Deficiency Claim; (i) Rep and Warranty Contract Claim; or (j) Intercompany Claim.
	<u>“GMACM Debtors”</u> means such term as defined in the section entitled “Debtors.”
	<u>“GMACM Unsecured Claims Pool”</u> means the proceeds of any assets allocable to the GMACM Debtors remaining after distributions have been made under the Plan to each holder of an Allowed Administrative Expense Claim, Priority Tax Claim, Other Priority Tax Clam, Secured Lender Claim, Junior Secured Notes Claim, or Other Secured Claim against the GMACM Debtors.
	<u>“GNMA Forward Flow Agreement”</u> means that Amended and Restated Master Mortgage Loan Purchase and Sale Agreement between Ally Bank as Seller, and GMAC Mortgage, LLC as Purchaser, dated as of May 1, 2012.
	<u>“HFS Asset Purchase Agreement”</u> means that certain asset purchase agreement dated on or around May 14 by and between Ally and the Debtors, attached to the Ally Settlement Agreement as <u>Exhibit 5</u> .
	<u>“Impaired”</u> has the meaning set forth in section 1124 of the Bankruptcy Code.
	<u>“Intercompany Claims”</u> means any and all Claims of a Debtor against another Debtor. For the avoidance of doubt, Intercompany Claims do not include Claims that Ally may assert against the Debtors.
	<u>“Intercreditor Agreement”</u> means the agreement dated as of June 6, 2008, among Wells Fargo Bank, N.A., as First Priority Collateral Agent for the First Priority Secured Parties under the First Priority Documents, Wells Fargo Bank, N.A., as Second Priority Collateral Agent for the

	Second Priority Secured Parties under the Second Priority Documents, Wells Fargo Bank, N.A., as Third Priority Collateral Agent for the Third Priority Secured Parties under the Third Priority Documents, Ally, in its capacity as agent for the Lenders under the Loan Agreement, U.S. Bank National Association, as Trustee under the 2010 Indenture, U.S. Bank National Association, as Trustee under the 2015 Indenture, Residential Funding Company, LLC, GMAC Mortgage, LLC, and Residential Capital, LLC.
	<u>“Junior Secured Notes”</u> means such term as defined in the section entitled “Junior Secured Noteholders.”
	<u>“Junior Secured Notes Claim”</u> means any Secured Claim of the Junior Secured Noteholders under the Junior Secured Notes.
	<u>“Junior Secured Notes Deficiency Claims”</u> means any Claim of the Junior Secured Noteholders under the Junior Secured Notes to the extent such Claims are not Secured Claims.
	<u>“Liquidating Trust”</u> means the trust formed pursuant to the Plan for the purpose of holding, administering, and liquidating Estate assets on and after the Effective Date.
	<u>“Other Priority Claim”</u> means any Claim, other than an Administrative Expense Claim or Priority Tax Claim, that is entitled to priority in payment pursuant to section 507(a) of the Bankruptcy Code.
	<u>“Other Secured Claim”</u> means any Secured Claim other than Administrative Expense Claims, Priority Tax Claims, Other Priority Claims, Secured Lender Claims or Junior Secured Claims. For the avoidance of doubt, Other Secured Claims shall include Claims arising under the Barclays GSAP Facility.
	<u>“Petition Date”</u> means such term as defined in the section entitled “Initiation of the Chapter 11 Cases.”
	<u>“Plan”</u> means such term as defined in the preamble.
	<u>“Plan Injunction”</u> means that, from and after the Effective Date, all entities are permanently enjoined from commencing or continuing in any manner, any Cause of

	Action released or to be released pursuant to the Plan or the Confirmation Order.
	<u>“Plan Supplement”</u> means, with respect to the Plan, all exhibits, appendices, Plan supplement documents and related documents.
	<u>“Plan Support Agreements”</u> means the three plan support agreements to support the Plan among the Debtors and each of (i) Ally and members of the ad hoc committee of unaffiliated holders of the Junior Secured Notes holding at least 50% of all Junior Secured Notes (the “ <u>Junior Secured Notes Plan Support Agreement</u> ”), (ii) Ally and certain holders of securities backed by mortgage loans sold by the Debtors, and (iii) Ally Financial Inc., respectively.
	<u>“Platform Asset Purchase Agreement”</u> means that certain asset purchase agreement dated on or around May 14 by and between Purchaser and the Debtors, attached hereto as <u>Exhibit 4</u> .
	<u>“Priority Tax Claim”</u> means any Claim of a governmental unit of the kind specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.
	<u>“Reorganization”</u> means such term as defined in the preamble.
	<u>“Reorganized Debtors”</u> means, collectively, the Debtors after the Effective Date.
	<u>“Representatives”</u> means such person or entity’s respective members, partners, equity-holders, officers, directors, employees, representatives, advisors, attorneys, agents and professionals, each solely in its capacity as such.
	<u>“ResCap”</u> means such term as defined in the preamble.
	<u>“ResCap Debtors”</u> means such term as defined in the section entitled “Debtors.”
	<u>“ResCap Unsecured Claims Pool”</u> means the proceeds of any assets allocable to the ResCap Debtors remaining after distributions have been made under the Plan to each holder of an Allowed Administrative Expense Claim, Priority Tax Claim, Other Priority Tax Clam, Secured Lender Claim,

	Junior Secured Notes Claim, or Other Secured Claim against the GMACM Debtors.
	<u>“RFC Debtors”</u> means such term as defined in the section entitled “Debtors.”
	<u>“RFC Unsecured Claims Pool”</u> means the proceeds of any assets allocable to the RFC Debtors remaining after distributions have been made under the Plan to each holder of an Allowed Administrative Expense Claim, Priority Tax Claim, Other Priority Tax Claim, Secured Lender Claim, Junior Secured Notes Claim, or Other Secured Claim against the RFC Debtors.
	<u>“RMBS Trust Settlement Agreement”</u> means the agreement dated as of May 13, 2012 among Residential Capital, LLC and its direct and indirect subsidiaries and certain Institutional Investors, attached hereto as <u>Exhibit 7</u> .
	<u>“Section 510(b) Claims”</u> means any Claim arising from rescission of a purchase or sale of security (including any Interest) of the Debtors, for damages arising from the purchase or sale of such a security, or for reimbursement or contribution allowed under section 502 of the Bankruptcy Code on account of such a Claim.
	<u>“Secured Claim”</u> means any Claim that is secured by a lien on property in which a Debtor’s estate has an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claim holder’s interest in the applicable estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or, in the case of setoff, pursuant to section 553 of the Bankruptcy Code.
	<u>“Secured Lender Claim”</u> means any AFI Revolver Claim, AFI LOC Claim, Citibank Secured Lender Claim, or FNMA EAF Claim.
	<u>“Senior Unsecured Claim”</u> means any Claim of the Senior Unsecured Noteholders under the Senior Unsecured Notes.
	<u>“Senior Unsecured Notes”</u> means such term as defined in the section entitled “Senior Unsecured Noteholders.”

	<p>“<u>Shared Services Agreement</u>” means the agreement between Ally and the Debtors, attached hereto as <u>Exhibit 8</u>.</p>
	<p>“<u>Stalking Horse Bidder</u>” means such term as defined in the section entitled “Purchaser.”</p>
	<p>“<u>Subservicing Agreement</u>” means the agreement between Ally Bank and the Debtors, attached hereto as <u>Exhibit 1</u>.</p>
	<p>“<u>Term Sheet</u>” means such term as defined in the preamble.</p>
	<p>“<u>Transition Services Agreement</u>” means the agreement between Ally and the Debtors, attached hereto as <u>Exhibit 9</u>.</p>
	<p>“<u>Trustees</u>” means the indenture trustees for the Trusts.</p>
	<p>“<u>Trusts</u>” means the securitization trusts identified on <u>Exhibit A</u> to the RMBS Trust Settlement Agreement.</p>
	<p>“<u>Unimpaired</u>” means Claims that are not Impaired.</p>
	<p>“<u>Winning Bidder</u>” means the party who submits the winning bid for the purchase of substantially all of the Debtors’ assets with an accompanying asset purchase agreement.</p>

EXHIBIT 1
“Subservicing Agreement”

EXHIBIT 2
“GNMA Forward Flow Agreement”

EXHIBIT 3
“Ally DIP Financing Facility”

EXHIBIT 4
“Platform Asset Purchase Agreement”

EXHIBIT 5
“Ally Settlement Agreement”

EXHIBIT 6
“Barclays DIP Financing Facility”

EXHIBIT 7
“RMBS Trust Agreement”

EXHIBIT 8
“Shared Services Agreement”

EXHIBIT 9
“Transition Services Agreement”

EXHIBIT C

MILESTONES

The Debtors' failure to comply with the following milestones will result in a Termination Event under Section 6 of this Agreement:

1. Obtain interim approval of debtor-possession financing on or before May 18, 2012.
2. Obtain, final approval of debtor-possession financing on or before 50 days following the Petition Date.
3. Obtain approval of this Agreement by the earlier of (i) 60 days following the Petition Date and (ii) the date on which the Bankruptcy Court enters an order approving the Disclosure Statement.
4. Obtain entry of an order of the Bankruptcy Court approving the compromises contemplated by the RMBS Trust Settlement Agreement on or before 60 days following the Petition Date,
5. Obtain approval the Disclosure Statement on or before 90 days following the Petition Date.
6. Obtain approval of proposed bidding procedures for the sales of assets contemplated in the Executive Summaries on or before 90 days following the Petition Date.
7. Obtain confirmation of the Plan on or before October 31, 2012.
8. On or before December 15, 2012, the effective date of the Plan shall have occurred.

EXHIBIT D

LIST OF FIRST DAY MOTIONS

1. Debtors' Motion For Order Under Bankruptcy Rule 1015 Authorizing Joint Administration Of The Debtors' Chapter 11 Cases
2. Debtors' Application For An Order Appointing Kurtzman Carson Consultants LLC As Claims And Noticing Agent For The Debtors Pursuant To 28 U.S.C. § 156(c), 11 U.S.C. § 105(a), S.D.N.Y. LBR 5075-1 And General Order M-409
3. Debtors' Motion For Order Under Bankruptcy Code Section 521 And Bankruptcy Rule 1007(c) Extending Time For Filing Schedules And Statements
4. Debtors' Motion For An Order Under Bankruptcy Code Section 105(a) And Bankruptcy Rule 2002(a), (f), (l) And (m) (I) Waiving The Requirement That Each Debtor File A List Of Creditors, (II) Authorizing The Debtors To File A Consolidated List Of The Fifty Largest Unsecured Creditors, (III) Approving The Form And Manner Of Notice Of The Commencement Of The Debtors' Chapter 11 Cases And (IV) Approving Publication Notice To Borrowers
5. Debtors' Motion For Entry Of An Order Under Bankruptcy Code Sections 102(1), 105(a) and 105(d), Bankruptcy Rules 1015(c), 2002(m) and 9007 And Local Bankruptcy Rule 2002-2 Establishing Certain Notice, Case Management And Administrative Procedures
6. Debtors' Motion For Order Under Bankruptcy Code Sections 105(a), 345, 363, 364, And 503(b)(1) Authorizing (I) Continued Use Of Existing Cash Management Practices, (II) Continued Use Of Existing Bank Accounts, Checks, And Business Forms, (III) Interim Waiver Of The Investment And Deposit Requirements Of Bankruptcy Code Section 345, (IV) Debtors To Honor Specified Outstanding Prepetition Payment Obligations, And (V) Continuation Of Intercompany Transactions, Including Intercompany Transactions With Future Debtors, And Granting Administrative Expense Status To Intercompany Claims
7. Debtors' Motion For Interim and Final Orders Under Bankruptcy Code Sections 105(a), 363(b), 507(a), 1107 And 1108 And Bankruptcy Rule 6003 (I) Authorizing But Not Directing Debtors To (A) Pay And Honor Prepetition Wages, Compensation, Employee Expense And Employee Benefit Obligations; And (B) Maintain and Continue Employee Compensation And Benefit Programs; And (II) Directing Banks To Honor Prepetition Checks And Transfer Requests For Payment Of Prepetition Employee Obligations
8. Debtors' Motion For Interim And Final Orders Under Bankruptcy Code Sections 105(a), 363, 506(a), 507(a)(8), 541 And 1129 And Bankruptcy Rule 6003 Authorizing Payment Of Taxes And Regulatory Fees

9. Debtors' Motion For Order Under Bankruptcy Code Sections 105, 507 And 541 And Bankruptcy Rule 6003 Authorizing Debtors To Honor Certain Prepetition Obligations To Customers
10. Debtors' Motion For Interim And Final Orders Pursuant To Sections 105(a), 363, 364, 503(b), 1107(a) and 1108 Of The Bankruptcy Code Authorizing The Debtors To (I) Process And Where Applicable Fund Prepetition Mortgage Loan Commitments, (II) Continue Brokerage, Origination And Sale Activities Related To Loan Securitization, (III) Continue To Perform Under The Mortgage Loan Purchase And Sale Agreement With Ally Bank And Related Agreements, (IV) Pay Certain Prepetition Amounts Due To Critical Origination Vendors, And (IV) Continue Honoring Mortgage Loan Repurchase Obligations Arising In Connection With Loan Sales And Servicing, Each In The Ordinary Course Of Business
11. Debtors' Motion For Interim And Final Orders Under Sections 105(a), 361, 362, 363, 1107(a), And 1108 Of The Bankruptcy Code (I) Authorizing The Debtors To Continue In The Ordinary Course Of Business (A) Servicing Agency Loans; And (B) Foreclosure Activities Related To Certain Real Estate Owned By Fannie Mae, Freddie Mac, And Ginnie Mae, (II) Authorizing The Debtors To Pay Certain Prepetition Amounts Due To Critical Servicing Vendors And Foreclosure Professionals, (III) Granting Limited Stay Relief To Enable Borrowers To Assert Related Counter-Claims In Foreclosure Proceedings; (IV) Authorizing the Debtors To Use Cash Collateral Under The Fannie Mae EAF Facility; And (V) Granting Related Relief
12. Debtors' Motion For Interim And Final Orders Under Sections 105(a), 362, 363, 1107(a) And 1108 Of The Bankruptcy Code (I) Authorizing The Debtors To Continue In The Ordinary Course Of Business (A) Servicing Private Label Loans, And (B) Sale Activities Related To Certain Loans In Foreclosure And Real Estate Owned Property, And (II) Granting Limited Stay Relief To Enable Borrowers To Assert Related Counter-Claims In Foreclosure and Eviction Proceedings
13. Debtors' Motion For Interim And Final Orders Under Bankruptcy Code Sections 105(a) And 363 Authorizing The Debtors To Continue To Perform Under The Ally Bank Servicing Agreements In The Ordinary Course Of Business
14. Debtors' Motion Seeking Authority To Provide Notice To Borrowers That The Debtors Will Suspend Funding Draws Under Certain Home Equity Lines Of Credit
15. Debtors' Motion For Interim And Final Orders Under 11 U.S.C. §§ 105 And 363 Authorizing Residential Capital, LLC To Enter Into A Shared Services Agreement With Ally Financial Inc. *Nunc Pro Tunc* To The Petition Date For The Continued Receipt And Provision Of Shared Services Necessary For The Operation Of The Debtors' Businesses

16. Debtors' Motion For Entry Of Interim And Final Orders Pursuant To Bankruptcy Code Sections 361, 363, And 507(b) And Bankruptcy Rule 4001(b): (I) Authorizing The Use Of Cash Collateral And Related Relief, (II) Granting Adequate Protection And (III) Scheduling A Final Hearing (Citibank Cash Collateral)
17. Debtors' Motion For Interim And Final Orders Pursuant To Bankruptcy Code Sections 105, 361, 363, And 507(b) And Bankruptcy Rule 4001(b): (I) Authorizing The Use Of Cash Collateral And Related Relief, (II) Granting Adequate Protection And (III) Scheduling A Final Hearing (AFI/Secured Notes Cash Collateral)
18. Debtors' Motion Pursuant to 11 U.S.C. §§ 105, 363(b), (f), And (m), 365 and 1123, and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014 For Order: (A)(I) Authorizing and Approving Sale Procedures, Including Break-Up Fee and Expense Reimbursement; (II) Scheduling Bid Deadline and Sale Hearing; (III) Approving Form and Manner of Notice Thereof; and (IV) Granting Related Relief and (B)(I) Authorizing the Sale of Certain Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (II) Authorizing and Approving Asset Purchase Agreements Thereto; (III) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Related Thereto; and (IV) Granting Related Relief.
19. Debtors' Motion Pursuant to 11 U.S.C. §§ 105, 363(b), (f), And (m) And 365 And 1123, And Fed R. Bankr. P. 2002, 6004, And 6006 For Orders: (a)(i) Authorizing And Approving Sale Procedures, Including Break-up Fee And Expense Reimbursement; (ii) Scheduling Bid Deadline And Sale Hearing; (iii) Approving Form And Manner Of Notice Thereof; And (iv) Granting Related Relief And (b)(i) Authorizing The Sale Of Certain Assets Free And Clear Of Liens, Claims, Encumbrances, And Other Interests; (ii) Authorizing And Approving Asset Purchase Agreements Thereto; (iii) Approving The Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases Related Thereto; (iv) Granting Related Relief

LIST OF SECOND DAY OR POTENTIAL SECOND DAY MOTIONS

20. Motion To Assume And Assign Certain Executory Contracts And Unexpired Leases In Connection With The Proposed Sale of MSB Business And The Fixing Of Cure Amounts And Procedures Associated Therewith
21. Motion Pursuant To Section 365(a) Of The Bankruptcy Code For Authorization To Reject Executory Contract Between GMAC Mortgage Group, LLC, RESCAP Investments LLC, And Residential Capital, LLC
22. Debtors' Motion For Order Under Bankruptcy Code Sections 105(a) and 107(b) And Bankruptcy Rule 9018 Authorizing The Filing Under Seal of Certain Proposed Debtor In Possession Financing Fee Letters

23. Debtors' Motion For Order Under Bankruptcy Code Sections 105(a) And 107(a) And Bankruptcy Rule 9018 (I) Authorizing The Debtors To File Under Seal Confidentiality Exhibit To The Servicing Motion and (II) Limiting Notice Thereof
24. Debtors' Motion For Order Under Bankruptcy Code Sections 105(a) And 366 (I) Prohibiting Utility Companies From Altering, Refusing, or Discontinuing Service On Account Of Prepetition Invoices, (II) Approving Deposits As Adequate Assurance Of Payment, And (III) Establishing Procedures For Resolving Requests By Utility Companies For Additional Assurance Of Payment
25. Debtors' Application Pursuant To Section 327(a) Of The Bankruptcy Code, Bankruptcy Rules 2014 And 2016 And Local Rules 2014-1 And 2016-1, For Entry Of An Order Authorizing The Retention And Employment Of Morrison & Foerster LLP As Bankruptcy Counsel To The Debtors *Nunc Pro Tunc* To the Petition Date
26. Debtors' Application For Order Under Bankruptcy Code Sections 327(a) And 328(a), Bankruptcy Rule 2014(a) And Local Rule 2014-1 Authorizing The Employment And Retention Of FTI Consulting, Inc. As Financial Advisor *Nunc Pro Tunc* To The Petition Date
27. Debtors' Application For Order Under Bankruptcy Code Sections 327(a) And 328(a) Authorizing Employment And Retention Of Centerview Partners LLC As Investment Banker
28. Debtors' Motion For Order Pursuant to Section 327(a) Of The Bankruptcy Code And Bankruptcy Rule 2014(A) For Authorization To Employ And Retain Sitrick And Company As Corporate Communications Consultant For The Debtors, *Nunc Pro Tunc* To The Petition Date
29. Debtors' Motion For Order Pursuant To Bankruptcy Code Sections 105(a) and 331 Establishing Procedures For Interim Compensation And Reimbursement Of Expenses Of Professionals
30. Debtors' Motion For Order Under bankruptcy Code Sections 105(a), 327(e), 328, And 330 And Bankruptcy Rule 2014 Authorizing Employment And Payment Of Professionals Utilized In The Ordinary Course Of Business *Nunc Pro Tunc* To The Petition Date
31. Debtors' Motion For An Order Authorizing Payment Of Retention Pay To Certain Employees Pursuant To Sections 105(A), 363(B)(1) And 503(C)(3) Of The Bankruptcy Code
32. Debtors' Motion For An Order Pursuant To Sections 105(a), 363(b)(1) and 503(c)(3) Of The Bankruptcy Code Authorizing (I) Implementation Of (A) A Key Employment Retention Plan For Certain Non-Insiders And (B) A Key Employee

Incentive Plan For Certain Insiders And (II) Payment Of Any Obligations Arising
Thereunder As Administrative Expenses

33. Motion Of The Debtors For An Order Providing That Creditors Committees Are Not Authorized Or required To Provide Access To Confidential Information Of The Debtors Or To Privileged Information
34. Plaintiffs' Motion For A Stay Or, In The Alternative, Injunctive Relief Enjoining Prosecution Of Pending Litigation Against Debtors' Former Directors And Officers
35. Plaintiffs' Motion For A Stay Or, In The Alternative, Injunctive Relief Enjoining Prosecution Of Pending Litigation Against Non-Debtor Affiliates

EXHIBIT E

JOINDER ACKNOWLEDGEMENT

This joinder (this “Joinder”) to the Plan Support Agreement, dated as of May 13, 2012 (the “Agreement”), by and among (i) Residential Capital, LLC (“ResCap”) and certain of its direct and indirect subsidiaries (collectively, the “Debtors”), (ii) Ally Financial Inc. on behalf of its direct and indirect subsidiaries other than the Debtors, and (iii) the Consenting Claimants (as defined therein, is made by [_____] (the “Joining Party”) and is executed and delivered as of [____], 2012. Each capitalized term used herein but not otherwise defined shall have the meaning set forth in the Agreement.

1. Agreement to be Bound. The Joining Party hereby agrees to be bound by all of the terms of the Agreement, a copy of which is attached to this Joinder as Annex I (as the same has been or may be hereafter amended, restated or otherwise modified from time to time in accordance with the provisions hereof). The Joining Party shall hereafter be deemed to be a “Consenting Claimant” and a “Party” for all purposes under the Agreement.

2. Representations and Warranties. The Joining Party hereby represents and warrants that it holds, or is the authorized investment manager for the holders of, the securities listed on the signature page hereto, in the respective amounts set forth therein by CUSIP number, that such holdings are materially accurate as of the date hereof, and that since the date set forth the Joining Party (a) has not, in the aggregate, materially decreased the Joining Party’s holdings in the Securities and (b) makes the representations and warranties set forth in Section 3 of the Agreement to each other Party.

3. Governing Law. This Joinder shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to any conflicts of law provisions which would require the application of the law of any other jurisdiction.

4. Notice. All notices and other communications given or made pursuant to the Agreement shall be sent to:

To the Joining Party at:
[JOINING PARTY]
[ADDRESS]
Attn:
Facsimile: [FAX]
EMAIL:

IN WITNESS WHEREOF, the Joining Party has caused this Joinder to be executed as of the date first written above.

[JOINING PARTY]

By: _____
Name:

Title:

Holdings Information (by CUSIP #):

Exhibit F

Holdings Information

Consenting Claimant Names

1. Anchor Bank, fsb, Bankwest, Inc.
2. Caterpillar Life Insurance Company
3. Caterpillar Insurance Co. Ltd.
4. Caterpillar Product Services Corporation
5. Cedar Hill Mortgage Opportunity Master Fund, L.P.
6. Commonwealth Advisors, Inc.
7. CQS Select Master Fund Limited
8. CQS ABS Select Master Fund Limited
9. CQS ABS Alpha Master Fund Limited
10. Citizens Bank and Trust Company
11. DNB National Bank
12. Doubleline Capital LP
13. Ellington Management Group, LLC.
14. Everest Reinsurance (Bermuda) Ltd.
15. Everest International Re, Ltd.
16. Farallon Capital Management, L.L.C.
17. Farmers and Merchants Trust Company of Chambersburg
18. First National Bank and Trust Company of Rochelle
19. First National Banking Company
20. First National Bank of Wynne
21. First Federal Bank of Florida
22. First Farmers State Bank
23. First Bank
24. First Reliance Standard Life Ins. Co.
25. HBK Master Fund L.P.
26. Heartland Bank
27. Kerndt Brothers Savings Bank
28. Knights of Columbus

- 29. LL Funds LLC
- 30. Lea County State Bank
- 31. Pinnacle Bank of South Carolina
- 32. Peoples Independent Bank
- 33. Perkins State Bank
- 34. Northwestern Bank N.A.
- 35. Mutual Savings Association FSA
- 36. Radian Asset Assurance Inc.
- 37. Randolph Bank and Trust
- 38. Reliance Standard Life Ins. Co.
- 39. Rocky Mountain Bank & Trust
- 40. Royal Park Investments SA/NV
- 41. Safety National Casualty Corp.
- 42. Summit Credit Union
- 43. South Carolina Medical Malpractice Liability JUA
- 44. Thomaston Savings Bank
- 45. Union Investment Luxembourg S.A.
- 46. Wells River Savings Bank
- 47. Vertical Capital, LLC

EXHIBIT F to Plan Support Agreement (As of June 11, 2012)

	<u>Deal Name</u>	<u>CUSIP</u>	<u>Class</u>	<u>Bond Original Face</u>	<u>Original Class Face</u>
1	GMACM 2004-J2	36185N2C3	A6	14,062,500	14,062,500
2	GMACM 2005-AF1	36185MAS1	M1	4,946,000	6,946,000
3	GMACM 2006-AR1	36185MDQ2	2A1	3,500,000	118,307,000
4	GMACM 2004-AR2	36185N3T5	3A	5,794,000	200,236,000
5	GMACM 2004-AR2	36185N3U2	4A	6,825,000	63,485,000
6	GMACM 2004-HE2	361856DD6	M1	220,000	37,356,000
7	GMACM 2005-AR3	36185N7J3	4A4	4,000,000	4,000,000
8	GMACM 2005-HE1	361856EB9	A2	10,500,000	290,100,000
9	GMACM 2005-HE1	361856EC7	A3	8,869,000	248,425,000
10	GMACM 2005-HE1	361856ED5	A1VN	16,970,000	28,762,000
11	GMACM 2005-HE3	361856EH6	A2	9,815,647	296,703,000
12	GMACM 2005-HE3	361856EK9	A1VN	1,486,000	24,335,000
13	GMACM 2006-HE1	361856ER4	A	252,101,385	1,274,156,000
14	GMACM 2006-HE2	38011AAC8	A3	16,485,000	149,300,000
15	GMACM 2006-HE3	38012TAB8	A2	165,000	160,700,000
16	GMACM 2006-HE5	38012EAC9	2A2	10,000,000	239,558,000
17	RAAC 2004-SP3	76112BET3	MI1	3,485,000	3,485,000
18	RAAC 2005-RP1	76112BJQ4	M1	7,000,000	28,000,000
19	RAAC 2005-RP2	76112BXPO	M1	1,100,000	23,103,000
20	RAAC 2005-RP3	76112BP87	M1	15,289,000	22,839,000
21	RAAC 2005-RP3	76112BP95	M2	1,500,000	18,099,000
22	RAAC 2005-SP2	76112BF54	2A	2,600,000	288,130,000
23	RAAC 2005-SP2	76112BF62	2M1	2,000,000	7,356,000
24	RAAC 2005-SP3	76112BS50	M1	12,590,000	12,590,000
25	RAAC 2006-RP1	76112B2U3	A2	10,000,000	73,280,000
26	RAAC 2006-RP1	76112B2V1	M1	2,588,000	20,088,000
27	RAAC 2006-RP1	76112B2W9	M2	6,914,000	14,914,000
28	RAAC 2006-RP3	74919RAF2	M2	3,000,000	18,760,000
29	RAAC 2006-RP4	74919TAC5	M2	3,627,000	17,627,000
30	RAAC 2006-SP1	76112B3F5	M1	9,069,000	21,069,000
31	RAAC 2006-SP1	76112B3G3	M2	11,449,000	17,173,000
32	RAAC 2007-RP1	74977YAA7	A	1,700,000	281,521,000
33	RAAC 2007-RP2	74919WAA2	A	2,480,000	215,883,000
34	RAAC 2007-RP4	74919LAD0	A	3,000,000	177,410,000
35	RAAC 2007-RP4	74919LAE8	M1	9,000,000	25,513,000
36	RAAC 2007-SP1	74978AAF7	M3	1,400,000	6,788,000
37	RAAC 2007-SP2	74919XAF9	A3	2,828,640	19,286,000
38	RAAC 2007-SP2	74919XAG7	M1	17,049,000	23,049,000
39	RAAC 2007-SP2	74919XAH5	M2	5,000,000	17,961,000
40	RAAC 2007-SP3	74978FAH2	A2	4,000,000	35,087,000
41	RAAC 2007-SP3	74978FAB5	M1	8,000,000	24,496,000
42	RALI 2004-QA1	76110HRN1	M1	4,226,000	4,226,000
43	RALI 2004-QA1	76110HRL5	A1	22,000,000	134,525,000
44	RALI 2004-QA3	76110HXU8	M1	6,401,000	6,401,000
45	RALI 2004-QA6	76110HJ26	M1	14,408,900	14,408,900
46	RALI 2004-QR1	76110HB99	A5	20,054,123	20,054,123
47	RALI 2004-QS1	76110HPQ6	A1	19,000,000	215,000,000
48	RALI 2004-QS2	76110HQP7	AV	292,339,189	292,339,189
49	RALI 2004-QS2	76110HQM4	CB	7,425,000	216,837,000
50	RALI 2004-QS3	76110HRC5	AV	207,818,903	207,818,903
51	RALI 2004-QS3	76110HRA9	CB	6,600,000	148,826,000

EXHIBIT F to Plan Support Agreement (As of June 11, 2012)

	<u>Deal Name</u>	<u>CUSIP</u>	<u>Class</u>	<u>Bond Original Face</u>	<u>Original Class Face</u>
52	RALI 2004-QS4	76110HSB6	A7	3,500,000	50,000,000
53	RALI 2004-QS4	76110HSD2	AV	320,597,528	320,597,528
54	RALI 2004-QS5	76110HSV2	A5	5,000,000	127,754,111
55	RALI 2004-QS5	76110HSY6	A8	21,109,053	21,109,053
56	RALI 2004-QS5	76110HTA7	AV	293,661,892	293,661,892
57	RALI 2004-QS7	76110HTX7	A3	6,100,000	24,521,000
58	RALI 2004-QS7	76110HTY5	A4	5,000,000	25,000,000
59	RALI 2004-QS8	76110HUY3	AV	271,022,934	271,022,934
60	RALI 2004-QS10	76110HWF2	A4	58,278,444	69,278,444
61	RALI 2004-QS12	76110HYY9	M1	2,500,000	9,546,300
62	RALI 2004-QS14	76110HA41	AV	212,904,630	212,904,630
63	RALI 2005-QS14	761118JH2	2A1	43,918,000	115,613,000
64	RALI 2005-QS14	761118JJ8	3A1	50,000,000	220,000,000
65	RALI 2005-QS14	761118JL3	3A3	8,500,000	104,601,000
66	RALI 2004-QS15	76110HF46	AV	213,702,042	213,702,042
67	RALI 2004-QS15	76110HE47	A1	122,235,023	122,235,023
68	RALI 2004-QS16	76110HJ67	1A2	7,500,000	15,000,000
69	RALI 2005-QA2	76110HT90	NB2	7,150,000	74,851,000
70	RALI 2005-QA7	76110H7D5	A22	4,000,000	195,652,000
71	RALI 2005-QA7	76110H7J2	M1	5,300,000	14,664,000
72	RALI 2005-QA8	761118BW7	NB3	1,250,000	35,255,000
73	RALI 2005-QA9	761118FG8	CB11	46,241,000	82,941,000
74	RALI 2005-QA12	761118MY1	CB1	7,865,000	72,839,000
75	RALI 2005-QA12	761118NC8	NB5	15,959,000	41,969,000
76	RALI 2005-QO1	761118EN4	A1	31,800,000	338,917,000
77	RALI 2005-QO1	761118EP9	A2	8,542,500	50,000,000
78	RALI 2005-QO4	761118NN4	2A1	25,000,000	290,287,000
79	RALI 2005-QS1	76110HP45	A5	25,378,000	76,378,000
80	RALI 2005-QS2	76110HQ69	A1	15,300,000	171,752,000
81	RALI 2005-QS2	76110HR35	AV	212,988,702	212,988,702
82	RALI 2005-QS3	76110HY60	1AV	371,599,754	371,599,754
83	RALI 2005-QS4	76110H3V9	AV	211,687,240	211,687,240
84	RALI 2005-QS5	76110H2Z1	A3	20,000,000	83,591,000
85	RALI 2005-QS5	76110H2Z1	A3	83,591,000	83,591,000
86	RALI 2005-QS6	76110H5K1	A5	12,787,000	12,787,000
87	RALI 2005-QS6	76110H5P0	AP	902,809	902,809
88	RALI 2005-QS6	76110H5Q8	AV	265,144,243	265,144,243
89	RALI 2005-QS7	761118AA6	A1	7,000,000	148,100,000
90	RALI 2005-QS8	76110H6S3	AV	104,071,255	104,071,255
91	RALI 2005-QS9	761118AU2	A1	35,000,000	133,249,500
92	RALI 2005-QS9	761118AW8	A3	6,124,750	75,233,360
93	RALI 2005-QS9	761118AX6	A4	93,624,750	183,249,500
94	RALI 2005-QS9	761118AZ1	A6	3,938,000	37,098,000
95	RALI 2005-QS10	761118CX4	3A1	7,500,000	105,149,000
96	RALI 2005-QS10	761118CY2	3A2	7,500,000	105,149,000
97	RALI 2005-QS10	761118DB1	AP	1,864,997	1,864,997
98	RALI 2005-QS10	761118DC9	AV	265,747,521	265,747,522
99	RALI 2005-QS12	761118DY1	A11	3,034,741	4,294,741
100	RALI 2005-QS13	761118GS1	1A1	6,400,000	60,000,000
101	RALI 2005-QS13	761118GX0	1A6	35,900,000	73,261,000
102	RALI 2005-QS13	761118HA9	2A1	20,000,000	139,000,000

EXHIBIT F to Plan Support Agreement (As of June 11, 2012)

	<u>Deal Name</u>	<u>CUSIP</u>	<u>Class</u>	<u>Bond Original Face</u>	<u>Original Class Face</u>
103	RALI 2005-QS13	761118HB7	2A2	82,000,000	139,000,000
104	RALI 2005-QS13	761118HC5	2A3	40,050,000	130,000,000
105	RALI 2005-QS14	761118JH2	2A1	43,918,000	115,613,000
106	RALI 2005-QS14	761118JJ8	3A1	50,000,000	220,000,000
107	RALI 2005-QS14	761118JL3	3A3	8,500,000	104,601,000
108	RALI 2005-QS14	761118JP4	2AP	7,998,674	7,998,674
109	RALI 2005-QS14	761118JM1	1AP	1,302,649	1,302,649
110	RALI 2005-QS15	761118KG2	1A	3,000,000	86,099,000
111	RALI 2005-QS15	761118KH0	2A	25,000,000	43,296,000
112	RALI 2005-QS15	761118KJ6	3A	25,000,000	269,638,000
113	RALI 2005-QS16	761118MA3	A1	50,000,000	132,500,000
114	RALI 2005-QS16	761118MB1	A2	50,000,000	228,000,000
115	RALI 2005-QS16	761118MF2	A6	14,504,565	14,504,565
116	RALI 2005-QS16	761118MJ4	A9	94,233,000	94,233,000
117	RALI 2005-QS17	761118PQ5	A1	10,000,000	49,665,000
118	RALI 2005-QS17	761118PR3	A2	25,000,000	25,000,000
119	RALI 2005-QS17	761118PS1	A3	10,000,000	25,000,000
120	RALI 2005-QS17	761118PT9	A4	25,000,000	25,000,000
121	RALI 2005-QS17	761118PV4	A6	21,443,500	21,443,500
122	RALI 2005-QS17	761118PZ5	A10	12,901,450	162,694,000
123	RALI 2005-QS17	761118QA9	A11	18,000,000	20,000,000
124	RALI 2005-QS3	76110HX61	1A21	98,000,000	167,418,000
125	RALI 2005-QS14	761118JM1	1AP	1,302,649	1,302,649
126	RALI 2006-QA1	761118TB4	A21	3,692,000	318,919,000
127	RALI 2006-QA2	761118TU2	3A1	2,600,000	30,306,000
128	RALI 2006-QA3	75114RAD7	A1	15,000,000	304,755,000
129	RALI 2006-QA8	74922QAA0	A1	1,970,912	215,014,000
130	RALI 2006-QA8	74922QAB8	A2	25,800,000	484,943,000
131	RALI 2006-QA9	75115VAA3	A1	9,425,000	314,545,000
132	RALI 2006-QA10	74922NAB5	A2	5,161,941	230,607,000
133	RALI 2006-QH1	75115GAA6	A1	74,315,000	192,035,000
134	RALI 2006-QH1	75115GAB4	A2	12,500,000	80,014,000
135	RALI 2006-QH1	75115GAC2	A3	10,000,000	48,009,000
136	RALI 2006-QO1	761118RM2	3A1	82,758,000	309,242,000
137	RALI 2006-QO1	761118RN0	3A2	8,000,000	128,851,000
138	RALI 2006-QO2	761118VY1	A1	25,000,000	370,542,000
139	RALI 2006-QO3	761118WP9	A1	20,000,000	359,391,000
140	RALI 2006-QO3	761118WQ7	A2	5,000,000	149,747,000
141	RALI 2006-QO3	761118WR5	A3	14,848,000	89,848,000
142	RALI 2006-QO5	75114HAJ6	3A3	16,094,000	32,687,000
143	RALI 2006-QO5	75114HAD9	2A1	20,000,000	237,255,000
144	RALI 2006-QO5	75114HAK3	3A4	5,649,000	36,385,000
145	RALI 2006-QO8	75115FAC4	1A2A	82,653,000	132,653,000
146	RALI 2006-QO10	751153AA5	A1	113,214,920	492,055,000
147	RALI 2006-QS1	761118SB5	A3	6,500,000	108,134,000
148	RALI 2006-QS1	761118SE9	A6	11,343,992	11,343,992
149	RALI 2006-QS1	761118SJ8	AP	2,784,565	2,784,565
150	RALI 2006-QS2	761118UK2	1A4	14,457,800	14,457,800
151	RALI 2006-QS2	761118UR7	1A10	60,000,000	105,672,000
152	RALI 2006-QS2	761118VD7	1AP	3,239,836	3,240,432
153	RALI 2006-QS2	761118VF2	2AP	1,618,278	1,623,637

EXHIBIT F to Plan Support Agreement (As of June 11, 2012)

	<u>Deal Name</u>	<u>CUSIP</u>	<u>Class</u>	<u>Bond Original Face</u>	<u>Original Class Face</u>
154	RALI 2006-QS2	761118VG0	2AV	131,448,942	131,448,942
155	RALI 2006-QS3	761118XN3	1A10	10,680,000	92,341,000
156	RALI 2006-QS3	761118XP8	1A11	49,722,000	49,722,000
157	RALI 2006-QS4	749228AB8	A2	33,505,000	198,487,000
158	RALI 2006-QS4	749228AD4	A4	7,500,000	70,011,000
159	RALI 2006-QS4	749228AE2	A5	3,940,000	40,000,000
160	RALI 2006-QS4	749228AH5	A8	32,000,000	41,010,000
161	RALI 2006-QS4	749228AJ1	A9	12,000,000	199,950,000
162	RALI 2006-QS4	749228AM4	A12	12,380,000	72,867,000
163	RALI 2006-QS4	749228AN2	AP	1,376,144	1,376,144
164	RALI 2006-QS5	75114TAC5	A3	39,129,000	96,590,000
165	RALI 2006-QS5	75114TAF8	A6	21,193,500	43,630,000
166	RALI 2006-QS6	74922EAN9	1A13	1,895,000	33,564,000
167	RALI 2006-QS6	74922EAQ2	1A15	12,819,000	16,769,000
168	RALI 2006-QS6	74922EAR0	1A16	12,623,750	47,495,000
169	RALI 2006-QS6	74922EAL3	1A11	53,101,000	53,101,000
170	RALI 2006-QS6	74922EAT6	2A1	3,230,000	99,917,000
171	RALI 2006-QS6	74922EAX7	2AV	106,652,100	106,652,100
172	RALI 2006-QS7	748940AC7	A3	67,018,000	75,009,000
173	RALI 2006-QS7	748940AD5	A4	39,115,000	193,750,000
174	RALI 2006-QS7	748940AE3	A5	76,050,000	193,750,000
175	RALI 2006-QS8	75115AAA9	A1	78,130,000	315,600,000
176	RALI 2006-QS8	75115AAD3	A4	26,405,000	348,750,000
177	RALI 2006-QS8	75115AAE1	A5	348,750,000	348,750,000
178	RALI 2006-QS9	75115CAC1	1A3	3,000,000	86,000,000
179	RALI 2006-QS9	75115CAD9	1A4	9,000,000	15,354,000
180	RALI 2006-QS9	75115CAF4	1A6	25,000,000	25,000,000
181	RALI 2006-QS9	75115CAL1	1A11	2,900,000	33,477,650
182	RALI 2006-QS10	751155AA0	A1	20,100,000	150,000,000
183	RALI 2006-QS10	751155AD4	A4	14,350,000	61,400,000
184	RALI 2006-QS10	751155AG7	A7	24,638,000	24,638,000
185	RALI 2006-QS10	751155AJ1	A9	13,520,615	63,520,615
186	RALI 2006-QS11	75115EAD5	1A4	5,600,000	67,838,000
187	RALI 2006-QS12	751151AA9	1A1	15,000,000	100,000,000
188	RALI 2006-QS12	751151AG6	2A3	3,000,000	40,000,000
189	RALI 2006-QS12	751151AX9	2A18	40,072,903	49,972,903
190	RALI 2006-QS13	75115DAK1	1A10	16,000,000	19,338,000
191	RALI 2006-QS14	74922GAA2	A1	8,350,000	50,000,000
192	RALI 2006-QS14	74922GAT1	A18	30,113,677	30,113,677
193	RALI 2006-QS15	74922YAA3	A1	20,000,000	350,192,000
194	RALI 2006-QS16	74922LAD5	A4	43,131,000	43,131,000
195	RALI 2006-QS16	74922LAG8	A7	18,563,000	130,735,000
196	RALI 2006-QS16	74922LAH6	A8	6,092,000	6,092,000
197	RALI 2006-QS16	74922LAJ2	A9	2,015,000	10,550,000
198	RALI 2006-QS16	74922LAK9	A10	29,373,000	180,140,000
199	RALI 2006-QS16	74922LAL7	A11	15,040,000	15,540,000
200	RALI 2006-QS17	74922SAD0	A4	21,500,000	45,000,000
201	RALI 2006-QS17	74922SAE8	A5	177,061,000	187,061,000
202	RALI 2006-QS17	74922SAH1	A8	28,792,000	28,792,000
203	RALI 2006-QS18	74922RAX8	3AV	104,211,499	104,211,499
204	RALI 2007-QA2	74922PAA2	A1	110,000,000	150,000,000

EXHIBIT F to Plan Support Agreement (As of June 11, 2012)

	<u>Deal Name</u>	<u>CUSIP</u>	<u>Class</u>	<u>Bond Original Face</u>	<u>Original Class Face</u>
205	RALI 2007-QA2	74922PAC8	A3	38,900,000	162,808,000
206	RALI 2007-QA3	74923XAA4	A1	50,000,000	368,210,000
207	RALI 2007-QH1	74922HAC6	A3	1,500,000	74,364,000
208	RALI 2007-QH2	74922JAC2	A3	30,000,000	49,454,000
209	RALI 2007-QH2	74922JAB4	A2	17,500,000	82,422,000
210	RALI 2007-QH3	74922WAA7	A1	50,000,000	198,727,000
211	RALI 2007-QH3	74922WAB5	A2	20,000,000	82,803,000
212	RALI 2007-QH3	74922WAC3	A3	20,000,000	49,682,000
213	RALI 2007-QH4	74922TAC0	A3	56,537,000	56,537,000
214	RALI 2007-QH5	75116EAA0	A11	3,478,590	195,147,000
215	RALI 2007-QH6	74922AAA5	A1	25,000,000	336,244,000
216	RALI 2007-QH7	75115LAA5	1A1	30,000,000	120,952,000
217	RALI 2007-QH9	749241AA3	A1	120,220,000	452,924,200
218	RALI 2007-QO1	75115YAA7	A1	15,000,000	343,670,000
219	RALI 2007-QO1	75115YAC3	A3	6,200,000	85,910,000
220	RALI 2007-QO2	75116AAA8	A1	102,221,000	388,219,000
221	RALI 2007-QO3	74923TAA3	A1	77,329,000	162,302,000
222	RALI 2007-QO4	74923LAB8	A1A	44,479,000	146,700,000
223	RALI 2007-QO4	74923LAA0	A1	74,176,000	125,568,000
224	RALI 2007-QS1	74922KAA3	1A1	23,992,135	147,627,000
225	RALI 2007-QS1	74922KAB1	1A2	104,191,250	166,706,000
226	RALI 2007-QS1	74922KAD7	1A4	19,978,000	63,255,000
227	RALI 2007-QS1	74922KAH8	2A2	390,000	400,296,500
228	RALI 2007-QS1	74922KAM7	2A6	16,496,000	113,238,400
229	RALI 2007-QS1	74922KAN5	2A7	2,000,000	2,558,600
230	RALI 2007-QS1	74922KAR6	2A10	60,194,000	88,250,000
231	RALI 2007-QS2	74923CAA0	A1	17,775,000	20,000,000
232	RALI 2007-QS2	74923CAB8	A2	8,770,000	8,800,000
233	RALI 2007-QS2	74923CAF9	A6	4,285,000	100,000,000
234	RALI 2007-QS3	75116BAA6	A1	254,000,000	300,000,000
235	RALI 2007-QS3	75116BAD0	A4	19,620,000	19,620,000
236	RALI 2007-QS5	74923JAA5	A1	32,782,000	73,592,000
237	RALI 2007-QS5	74923JAE7	A5	12,049,000	100,132,000
238	RALI 2007-QS5	74923JAHO	A8	40,000,000	100,132,000
239	RALI 2007-QS6	75116CAA4	A1	23,800,000	175,000,000
240	RALI 2007-QS6	75116CAB2	A2	4,672,000	21,000,000
241	RALI 2007-QS6	74922UAE3	A5	30,000,000	35,643,000
242	RALI 2007-QS6	75116CAF3	A6	38,569,000	103,569,000
243	RALI 2007-QS6	75116CAN6	A13	6,267,536	6,267,536
244	RALI 2007-QS6	75116CBD7	A28	6,300,000	187,421,000
245	RALI 2007-QS6	75116CBE5	A29	4,800,000	187,421,000
246	RALI 2007-QS6	75116CBW5	A45	32,105,874	56,475,000
247	RALI 2007-QS6	75116CCP9	A62	8,377,000	38,377,000
248	RALI 2007-QS6	75116CDE3	A77	3,026,250	3,026,250
249	RALI 2007-QS6	75116CEF9	A102	20,000,000	103,569,000
250	RALI 2007-QS7	74923WAK4	2A1	30,000,000	238,127,000
251	RALI 2007-QS8	74922UAH6	A8	19,375,000	48,375,000
252	RALI 2007-QS9	75116FBH1	A33	23,000,000	627,984,000
253	RALI 2008-QR1	74925FAD5	1A4	9,300,000	14,920,000
254	RAMP 2004-RS1	760985N98	MII2	12,000,000	54,000,000
255	RAMP 2004-RS1	760985P54	MII6	3,500,000	13,500,000

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	<u>Deal Name</u>	<u>CUSIP</u>	<u>Class</u>	<u>Bond Original Face</u>	<u>Original Class Face</u>
256	RAMP 2004-RS2	760985R37	MII1	14,000,000	46,500,000
257	RAMP 2004-RS4	7609852Y6	AI6	2,800,000	37,300,000
258	RAMP 2004-RS5	7609854B4	AI6	11,000,000	40,000,000
259	RAMP 2004-RS7	7609857F2	AI6	22,500,000	40,000,000
260	RAMP 2004-RS8	76112BAD2	AI4	15,000,000	47,894,000
261	RAMP 2004-RS8	76112BAF7	AI6	1,750,000	31,325,000
262	RAMP 2004-RS9	76112BCF5	AI4	16,300,000	56,800,000
263	RAMP 2004-RS9	76112BCH1	AI6	12,831,000	27,500,000
264	RAMP 2004-RS11	76112BFK1	M3	14,500,000	18,500,000
265	RAMP 2004-RS11	76112BFL9	M4	5,500,000	18,500,000
266	RAMP 2004-RS2	760985Q79	MI3	1,500,000	4,813,000
267	RAMP 2004-RS2	760985R45	MII2	10,000,000	36,000,000
268	RAMP 2004-RS3	760985V81	M3	5,000,000	10,500,000
269	RAMP 2004-RS4	7609853H2	MII1	45,200,000	64,400,000
270	RAMP 2004-RS4	7609853J8	MII2	21,000,000	37,100,000
271	RAMP 2004-RS5	7609854H1	MII2	10,500,000	30,875,000
272	RAMP 2004-RS5	7609854J7	MII3	4,000,000	8,125,000
273	RAMP 2004-RS6	7609855M9	MII2	11,250,000	33,250,000
274	RAMP 2004-RS6	7609855N7	MII3	4,375,000	8,750,000
275	RAMP 2004-RS7	7609857D7	AI4	10,500,000	87,155,000
276	RAMP 2004-RS7	7609857E5	AI5	2,000,000	55,330,000
277	RAMP 2004-RS8	76112BAN0	MII2	3,750,000	30,250,000
278	RAMP 2004-RS8	76112BAP5	MII3	8,375,000	12,375,000
279	RAMP 2004-RS9	76112BCG3	AI5	15,000,000	37,700,000
280	RAMP 2004-RS9	76112BCH1	AI6	2,526,000	27,500,000
281	RAMP 2004-RS9	76112BCM0	MII1	3,100,000	47,300,000
282	RAMP 2004-RS9	76112BCN8	MII2	6,329,377	37,100,000
283	RAMP 2004-RS9	76112BCQ1	MII4	4,000,000	15,200,000
284	RAMP 2004-RS10	76112BEF3	MII4	7,000,000	21,400,000
285	RAMP 2004-RS10	76112BEC0	MII1	30,000,000	68,900,000
286	RAMP 2004-RS11	76112BFM7	M5	10,875,000	13,875,000
287	RAMP 2004-RS11	76112BFJ4	M2	21,000,000	48,563,000
288	RAMP 2004-RS12	76112BGE4	MII3	2,200,000	11,200,000
289	RAMP 2004-RZ1	760985U25	AII	13,500,000	160,000,000
290	RAMP 2004-RZ1	760985U33	M1	4,037,000	23,037,000
291	RAMP 2004-RZ2	7609854S7	AI4	11,530,000	43,700,000
292	RAMP 2004-RZ4	76112BHN3	M7	420,000	2,100,000
293	RAMP 2004-RZ4	76112BHM5	M6	700,000	2,100,000
294	RAMP 2004-RZ4	76112BHQ6	B	2,800,000	2,800,000
295	RAMP 2004-SL1	760985W80	A7	30,552,000	178,552,000
296	RAMP 2004-SL4	76112BGM6	A3	9,040,000	62,893,000
297	RAMP 2004-SL4	76112BGN4	A4	1,280,000	39,137,000
298	RAMP 2005-EFC1	76112BRL6	M1	9,000,000	54,016,000
299	RAMP 2005-EFC1	76112BRM4	M2	6,000,000	41,765,000
300	RAMP 2005-EFC1	76112BRQ5	M5	4,000,000	16,706,000
301	RAMP 2005-EFC1	76112BRR3	M6	5,262,000	17,262,000
302	RAMP 2005-EFC2	76112BVU1	M6	7,889,000	10,889,000
303	RAMP 2005-EFC2	76112BVW7	M8	3,000,000	10,186,000
304	RAMP 2005-EFC3	76112BYX2	M5	2,000,000	13,293,000
305	RAMP 2005-EFC3	76112BYY0	M6	1,362,728	11,774,000
306	RAMP 2005-EFC4	76112BC73	M4	6,196,000	13,196,000

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	<u>Deal Name</u>	<u>CUSIP</u>	<u>Class</u>	<u>Bond Original Face</u>	<u>Original Class Face</u>
307	RAMP 2005-EFC5	76112BH45	M1	6,050,000	27,383,000
308	RAMP 2005-EFC5	76112BH60	M3	1,200,404	16,714,000
309	RAMP 2005-EFC6	76112BK41	M3	12,500,000	17,000,000
310	RAMP 2005-EFC6	76112BK82	M7	1,000,000	11,449,000
311	RAMP 2005-RS1	76112BHX1	AI5	8,100,000	27,843,000
312	RAMP 2005-RS1	76112BHY9	AI6	2,000,000	22,000,000
313	RAMP 2005-RS1	76112BJH4	MII2	5,000,000	39,875,000
314	RAMP 2005-RS4	76112BPF1	M5	4,875,000	7,875,000
315	RAMP 2005-RS6	76112BTV2	M4	16,000,000	21,000,000
316	RAMP 2005-RS6	76112BTX8	M6	9,500,000	16,800,000
317	RAMP 2005-RS7	76112BWX4	M2	3,750,000	12,250,000
318	RAMP 2005-RS7	76112BWY2	M3	5,000,000	6,500,000
319	RAMP 2005-RS7	76112BXA3	M5	2,500,000	5,000,000
320	RAMP 2005-RS7	76112BXB1	M6	4,750,000	4,750,000
321	RAMP 2005-RS8	76112BZJ2	M1	20,000,000	20,283,000
322	RAMP 2005-RZ1	76112BMB3	M4	4,100,000	4,100,000
323	RAMP 2005-RZ1	76112BMA5	M3	4,100,000	4,100,000
324	RAMP 2005-RZ2	76112BWG1	M1	10,000,000	18,615,000
325	RAMP 2005-RZ2	76112BWJ5	M3	3,800,000	7,547,000
326	RAMP 2005-RZ2	76112BWLO	M5	8,050,000	8,050,000
327	RAMP 2005-RZ3	76112BZY9	A2	36,100,000	116,001,000
328	RAMP 2005-SL1	76112BMN7	A3	2,500,000	34,870,100
329	RAMP 2005-SL1	76112BMP2	A4	2,250,000	65,353,000
330	RAMP 2005-SL1	76112BMQ0	A5	10,000,000	60,089,200
331	RAMP 2005-SL2	76112BUX6	A3	2,000,000	29,811,000
332	RAMP 2006-EFC1	76112BV80	M2	10,980,000	21,960,000
333	RAMP 2006-EFC1	76112BV98	M3	1,435,905	14,335,000
334	RAMP 2006-EFC2	749238AE1	M1	15,000,000	15,000,000
335	RAMP 2006-EFC2	749238AF8	M2	6,600,000	13,200,000
336	RAMP 2006-NC1	76112BX39	M1	4,360,000	18,700,000
337	RAMP 2006-NC1	76112BX47	M2	6,800,000	16,500,000
338	RAMP 2006-NC2	75156TAC4	A3	9,600,000	43,831,000
339	RAMP 2006-NC2	75156TAD2	M1	6,314,799	26,220,000
340	RAMP 2006-NC2	75156TAF7	M3	2,500,000	14,820,000
341	RAMP 2006-NC3	76112B4P2	M1	10,000,000	19,500,000
342	RAMP 2006-NC3	76112B4Q0	M2	10,000,000	17,680,000
343	RAMP 2006-NC3	76112B4R8	M3	3,500,000	10,140,000
344	RAMP 2006-RS1	76112BT83	AI2	2,000,000	272,199,000
345	RAMP 2006-RS2	76112B2E9	M1	5,000,000	18,400,000
346	RAMP 2006-RS3	75156VAD7	A4	25,000,000	146,622,000
347	RAMP 2006-RS4	75156WAD5	A4	5,067,120	73,839,000
348	RAMP 2006-RS4	75156WAE3	M1	14,875,000	35,613,000
349	RAMP 2006-RS5	75156YAC3	A3	44,776,000	104,776,000
350	RAMP 2006-RS5	75156YAE9	M1	5,725,000	10,725,000
351	RAMP 2006-RZ1	76112BZ45	M3	5,000,000	9,750,000
352	RAMP 2006-RZ1	76112BZ52	M4	9,000,000	9,000,000
353	RAMP 2006-RZ2	75156UAD9	M1	6,000,000	13,688,000
354	RAMP 2006-RZ2	75156UAE7	M2	4,000,000	11,812,000
355	RAMP 2006-RZ3	75156MAD7	M1	10,900,000	53,960,000
356	RAMP 2006-RZ3	75156MAE5	M2	3,000,000	26,980,000
357	RAMP 2006-RZ3	75156MAF2	M3	4,620,000	15,620,000

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358	RAMP 2006-RZ5	749239AE9	A3	12,760,000	32,720,000
359	RAMP 2007-RS2	75157DAC8	A3	5,602,000	49,602,000
360	RASC 2004-KS1	74924PAN2	MII2	17,250,000	35,750,000
361	RASC 2004-KS2	76110WWN2	M21	23,000,000	49,000,000
362	RASC 2004-KS2	76110WWP7	M22	4,500,000	38,500,000
363	RASC 2004-KS3	76110WXF8	MII1	16,500,000	30,875,000
364	RASC 2004-KS3	76110WXG6	MII2	6,125,000	26,125,000
365	RASC 2004-KS5	76110WYD2	AI5	2,642,000	25,450,000
366	RASC 2004-KS5	76110WYN0	MII2	10,750,000	43,750,000
367	RASC 2004-KS6	76110WZN9	AI5	6,000,000	20,617,000
368	RASC 2004-KS6	76110WZV1	MI2	2,750,000	5,500,000
369	RASC 2004-KS6	76110WZW9	MI3	1,000,000	4,000,000
370	RASC 2004-KS6	76110WZX7	MII1	2,300,000	50,000,000
371	RASC 2004-KS6	76110WZY5	MII2	13,500,000	42,000,000
372	RASC 2004-KS7	76110WA89	AI4	2,500,000	23,900,000
373	RASC 2004-KS7	76110WB54	A2B3	5,000,000	33,400,000
374	RASC 2004-KS8	76110WC61	AI6	195,000	17,300,000
375	RASC 2004-KS8	76110WD52	MII1	7,800,000	25,600,000
376	RASC 2004-KS8	76110WD60	MII2	2,000,000	20,400,000
377	RASC 2004-KS9	76110WE51	AI4	11,750,000	21,100,000
378	RASC 2004-KS9	76110WE69	AI5	1,900,000	18,300,000
379	RASC 2004-KS10	76110WG34	M1	12,500,000	58,500,000
380	RASC 2004-KS10	76110WG59	M3	8,000,000	15,000,000
381	RASC 2004-KS10	76110WG67	M4	4,500,000	10,000,000
382	RASC 2004-KS11	76110WJ49	M2	4,000,000	36,750,000
383	RASC 2004-KS12	76110WK88	M1	11,860,000	48,400,000
384	RASC 2004-KS12	76110WK96	M2	3,500,000	27,500,000
385	RASC 2004-KS12	76110WL20	M3	3,500,000	8,200,000
386	RASC 2004-KS12	76110WL79	SB	8,250,228	8,250,228
387	RASC 2005-AHL1	76110W4D5	A2	30,100,000	179,926,000
388	RASC 2005-AHL1	76110W4G8	M2	2,632,225	19,564,000
389	RASC 2005-AHL1	76110W4H6	M3	2,184,024	10,498,000
390	RASC 2005-AHL2	76110W5F9	A2	15,000,000	156,469,000
391	RASC 2005-AHL2	76110W5J1	M2	3,526,000	13,626,000
392	RASC 2005-AHL2	76110W5K8	M3	2,605,000	9,605,000
393	RASC 2005-AHL3	76110W6L5	A2	58,490,000	187,495,000
394	RASC 2005-AHL3	76110W6P6	M2	13,025,786	15,500,000
395	RASC 2005-EMX1	76110WQ58	M1	7,000,000	61,600,000
396	RASC 2005-EMX1	76110WQ66	M2	8,000,000	45,200,000
397	RASC 2005-EMX1	76110WQ82	M4	5,800,000	10,800,000
398	RASC 2005-EMX1	76110WQ90	M5	3,000,000	10,800,000
399	RASC 2005-EMX1	76110WR24	M6	10,800,000	10,800,000
400	RASC 2005-EMX1	76110WR40	SB	7,210,111	7,210,111
401	RASC 2005-EMX2	76110W2H8	M2	5,000,000	21,184,000
402	RASC 2005-EMX2	76110W2L9	M5	4,175,000	10,592,000
403	RASC 2005-EMX2	76110W2M7	M6	8,950,000	9,950,000
404	RASC 2005-EMX2	76110W2N5	M7	3,800,000	9,308,000
405	RASC 2005-EMX2	76110W2P0	M8	3,500,000	8,345,000
406	RASC 2005-EMX2	76110W2S4	SB	21,510,156	21,510,156
407	RASC 2005-EMX3	75405MAJ3	M4	4,000,000	12,250,000
408	RASC 2005-EMX3	75405MAK0	M5	2,400,000	11,900,000

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409	RASC 2005-EMX3	75405MAL8	M6	2,360,110	11,200,000
410	RASC 2005-EMX3	75405MAQ7	M10	500,000	7,700,000
411	RASC 2005-EMX4	76110W5X0	A2	210,000	196,158,000
412	RASC 2005-EMX4	76110W5Z5	M1	2,300,000	20,600,000
413	RASC 2005-EMX4	76110W6A9	M2	5,000,000	18,540,000
414	RASC 2005-KS1	76110WM37	M1	2,500,000	48,600,000
415	RASC 2005-KS1	76110WM45	M2	9,000,000	37,080,000
416	RASC 2005-KS3	76110WS80	M8	1,500,000	6,649,000
417	RASC 2005-KS4	76110WU61	M1	9,740,000	20,927,000
418	RASC 2005-KS9	754058AJ4	M6	3,750,000	7,750,000
419	RASC 2005-KS10	75405WAB8	1A2	280,000	242,971,000
420	RASC 2005-KS10	75405WAF9	M2	2,500,000	43,659,000
421	RASC 2005-KS10	75405WAG7	M3	7,614,931	25,799,000
422	RASC 2005-KS10	75405WAH5	M4	4,976,000	24,476,000
423	RASC 2005-KS11	76110W7D2	M1	16,680,000	49,680,000
424	RASC 2005-KS11	76110W7F7	M3	13,186,098	30,360,000
425	RASC 2005-KS12	753910AF5	M3	2,500,000	22,425,000
426	RASC 2005-KS12	753910AG3	M4	9,208,000	20,125,000
427	RASC 2005-KS2	76110WN77	M2	10,000,000	28,875,000
428	RASC 2005-KS3	76110WS56	M5	250,000	9,974,000
429	RASC 2005-KS3	76110WS64	M6	3,481,000	7,481,000
430	RASC 2005-KS4	76110WU87	M3	6,363,000	7,873,000
431	RASC 2005-KS7	76110W3D6	M7	1,250,000	5,801,000
432	RASC 2005-KS8	76110W3T1	M3	1,923,272	23,400,000
433	RASC 2005-KS8	76110W3U8	M4	7,500,000	21,000,000
434	RASC 2005-KS8	76110W3V6	M5	2,993,634	19,800,000
435	RASC 2006-EMX1	75405KAC2	A3	17,073,000	17,073,000
436	RASC 2006-EMX2	75406AAB5	A2	51,000,000	203,139,000
437	RASC 2006-EMX2	75406AAD1	M1	9,085,000	23,085,000
438	RASC 2006-EMX2	75406AAE9	M2	6,375,000	21,375,000
439	RASC 2006-EMX3	76113ACA7	A3	16,260,000	29,750,000
440	RASC 2006-EMX3	76113ACB5	M1	5,500,000	31,200,000
441	RASC 2006-EMX3	76113ACD1	M3	2,500,000	16,800,000
442	RASC 2006-EMX4	75406DAE3	M1	3,743,000	27,743,000
443	RASC 2006-EMX4	75406DAF0	M2	7,500,000	25,002,000
444	RASC 2006-EMX5	74924QAD2	A4	9,802,000	39,802,000
445	RASC 2006-EMX6	754065AC4	A3	37,752,000	106,095,000
446	RASC 2006-EMX6	754065AD2	A4	30,011,000	39,011,000
447	RASC 2006-EMX7	74924TAD6	A4	4,000,000	30,000,000
448	RASC 2006-EMX8	74924UAD3	1A4	5,406,000	25,406,000
449	RASC 2006-KS1	76113AAE1	A3	15,170,000	170,300,000
450	RASC 2006-KS1	76113AAJ0	M3	4,131,457	16,768,000
451	RASC 2006-KS2	75406BAD9	A4	5,000,000	56,557,000
452	RASC 2006-KS2	75406BAE7	M1	4,621,786	38,000,000
453	RASC 2006-KS3	76113ABJ9	A14	7,903,000	79,903,000
454	RASC 2006-KS3	76113ABL4	M1	10,000,000	43,700,000
455	RASC 2006-KS3	76113ABM2	M2	4,825,000	40,825,000
456	RASC 2006-KS3	76113ABP5	M4	5,000,000	20,700,000
457	RASC 2007-KS4	74924NAB3	A2	11,775,000	29,400,000
458	RASC 2006-KS4	75406EAC5	A3	5,100,000	104,883,000
459	RASC 2006-KS4	75406EAD3	A4	10,000,000	59,038,000

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	<u>Deal Name</u>	<u>CUSIP</u>	<u>Class</u>	<u>Bond Original Face</u>	<u>Original Class Face</u>
460	RASC 2006-KS4	75406EAE1	M1	15,000,000	26,614,000
461	RASC 2006-KS4	75406EAF8	M2	16,000,000	24,863,000
462	RASC 2006-KS4	75406EAG6	M3	3,000,000	14,358,000
463	RASC 2006-KS6	75406WAE1	M1	5,000,000	20,685,000
464	RASC 2006-KS6	75406WAF8	M2	6,508,000	18,508,000
465	RASC 2006-KS7	75406XAC3	A3	14,835,000	80,300,000
466	RASC 2006-KS7	75406XAE9	M1	17,175,000	21,175,000
467	RASC 2006-KS7	75406XAM1	M8	2,000,000	7,700,000
468	RASC 2006-KS8	74924RADO	A4	3,000,000	69,063,000
469	RASC 2007-EMX1	74924XAD7	A14	5,120,000	46,505,000
470	RASC 2007-KS1	74924SAK2	M6	2,250,000	6,768,000
471	RASC 2007-KS1	74924SAC0	A3	35,455,000	79,455,000
472	RASC 2007-KS2	74924WAD9	AI4	25,000,000	65,200,000
473	RASC 2007-KS2	74924WAF4	M1	14,374,990	42,000,000
474	RASC 2007-KS3	74924YAD5	AI4	13,000,000	99,000,000
475	RASC 2007-KS3	74924YAF0	M1S	37,181,000	56,069,000
476	RASC 2007-KS3	74924YAG8	M2S	10,000,000	56,739,000
477	RASC 2007-KS4	74924NAD9	A4	3,500,000	15,275,000
478	RASC 2007-KS4	74924NAE7	M1S	2,750,000	11,250,000
479	RFMS2 2004-HS1	76110VQE1	All	63,000,000	172,125,000
480	RFMS2 2005-HI1	76110VRD2	A5	10,080,000	58,080,000
481	RFMS2 2006-HI1	76110VUE6	M8	2,877,000	5,727,000
482	RFMS2 2006-HSA1	76110VTF5	A4	100,000	42,917,000
483	RFMS2 2006-HSA4	43709WAA1	A	250,000	402,118,000
484	RFMSI 2004-S2	76111XFY4	IA6	17,500,000	17,500,000
485	RFMSI 2004-S3	76111XGT4	M2	456,600	456,600
486	RFMSI 2004-S4	76111XHD8	1A3	5,000,000	21,144,000
487	RFMSI 2004-S6	76111XLY7	2A4	1,111,000	1,111,000
488	RFMSI 2004-S5	76111XKC6	1AV	322,312,635	322,312,635
489	RFMSI 2004-S6	76111XMX8	1AV	175,743,890	175,743,890
490	RFMSI 2004-S6	76111XMZ3	2AV	196,429,039	196,429,039
491	RFMSI 2004-S8	76111XPB3	AV	311,005,474	311,005,474
492	RFMSI 2004-S9	76111XQE6	1A2	35,700,000	35,700,000
493	RFMSI 2004-S9	76111XRJ4	1AV	518,853,762	518,853,762
494	RFMSI 2005-S1	76111XSH7	1AV	259,777,920	259,777,920
495	RFMSI 2005-S2	76111XTV5	A6	11,600,000	23,484,000
496	RFMSI 2005-S4	76111XUW1	AV	259,355,464	259,355,464
497	RFMSI 2005-S5	76111XWW9	AP	472,373	472,374
498	RFMSI 2005-S5	76111XWX7	AV	258,235,737	258,235,737
499	RFMSI 2005-S6	76111XXT5	AV	412,859,719	412,859,719
500	RFMSI 2005-S8	76111XC68	A2	4,200,000	53,873,000
501	RFMSI 2005-S8	76111XC84	AP	1,370,905	1,370,905
502	RFMSI 2005-S9	76111XE66	A6	32,000,000	32,000,000
503	RFMSI 2005-S9	76111XE82	A8	4,486,000	15,986,000
504	RFMSI 2006-S10	74958DAB4	1A2	11,582,000	101,582,000
505	RFMSI 2006-S11	74958FAA1	A1	75,000,000	563,000,000
506	RFMSI 2006-S11	74958FAC7	A3	2,360,000	4,643,000
507	RFMSI 2005-SA2	76111XVJ9	3A2	275,000	22,500,000
508	RFMSI 2005-SA3	76111XVZ3	1A	24,010,000	167,651,000
509	RFMSI 2006-S1	76111XJ38	1A2	2,000,000	11,928,000
510	RFMSI 2006-S12	74958EAC0	2A2	1,325,000	267,085,000

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511	RFMSI 2006-S12	74958EAZ9	3AV	364,207,747	364,207,747
512	RFMSI 2006-S2	76111XL76	A1	2,500,000	113,005,000
513	RFMSI 2006-S3	76111XN74	A1	66,950,000	76,950,000
514	RFMSI 2006-S3	76111XP56	A7	17,500,000	117,000,000
515	RFMSI 2006-S4	762010AG1	A7	20,200,000	30,300,000
516	RFMSI 2006-S4	762010AM8	AV	153,917,718	313,917,718
517	RFMSI 2006-S5	74957EAQ0	A15	4,362,000	89,735,000
518	RFMSI 2006-S6	74957VAM1	A12	7,866,700	102,866,700
519	RFMSI 2006-S7	74958AAC8	A3	28,000,000	277,250,000
520	RFMSI 2006-S7	74958AAM6	AV	180,000,000	469,651,185
521	RFMSI 2006-S8	74957XAC9	A3	25,000,000	25,000,000
522	RFMSI 2006-S8	74957XAD7	A4	2,866,667	2,866,667
523	RFMSI 2006-S8	74957XAG0	A7	6,250,000	6,250,000
524	RFMSI 2006-S9	749577AA0	A1	2,500,000	42,573,000
525	RFMSI 2006-SA3	749575AA4	1A	2,900,000	23,588,000
526	RFMSI 2006-SA3	749575AD8	2A3	26,150,000	33,150,000
527	RFMSI 2006-SA3	749575AG1	3A1	11,075,000	92,538,000
528	RFMSI 2007-S1	749581AL8	A7	22,000,000	82,000,000
529	RFMSI 2007-S2	749583AA8	A1	35,058,000	35,058,000
530	RFMSI 2007-S2	749583AD2	A4	39,000,000	65,000,000
531	RFMSI 2007-S2	749583AJ9	A9	4,688,000	44,688,000
532	RFMSI 2007-S3	74958BAK8	1A4	20,000,000	20,000,000
533	RFMSI 2007-S4	74958YAA0	A1	4,500,000	30,000,000
534	RFMSI 2007-S4	74958YAB8	A2	2,159,643	74,404,000
535	RFMSI 2007-S4	74958YAE2	A5	14,056,991	60,860,000
536	RFMSI 2007-S4	74958YAN2	A14	2,000,000	26,184,000
537	RFMSI 2007-S5	749580AA4	A1	250,000,000	250,000,000
538	RFMSI 2007-S6	762009AK4	1A10	13,500,000	43,184,000
539	RFMSI 2007-S6	762009AL2	1A11	5,285,000	59,285,000
540	RFMSI 2007-S6	762009AR9	1A16	400,000	96,413,000
541	RFMSI 2007-S6	762009BB3	2A4	25,000,000	50,233,000
542	RFMSI 2007-S6	762009BK3	2A12	11,115,000	57,750,000
543	RFMSI 2007-S8	76200QAA8	1A1	63,296,800	393,148,400
544	RFMSI 2007-S9	74958VAB4	1A2	1,425,000	5,400,000
545	RFMSI 2007-SA1	74958WAB2	2A1	8,575,000	100,000,000
546	RFMSI 2007-SA1	74958WAG1	4A	38,604,000	38,604,000
547	RFSC 2001-RM2	760985FR7	A1	35,249,800	75,249,800